

15. All tenders received will remain valid for a period of 90 days from the last date prescribed for receipt of tenders and validity of tenders can also be extended if agreed by the tenderers and the Department.
16. A) That if on check there are differences between the rates given by contractor in words and figures or in the amounts worked out by him the following procedure shall be followed:
17. (i) When there is difference between the rates in figures and in words, the rates, which correspond to the amounts worked out by the contractor shall be taken as correct.  
(ii) When the contractor does not work out the amount of an item or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractor in words shall be taken as correct.  
(iii) When the rate quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor shall be taken as correct and not the amount.  
iv. The tender shall be written legibly and free from erasures, overwriting or corrections of figures. Corrections, overwriting & interpolations where unavoidable should be made by making out, initialing, dating and rewriting.

18. Amendment to Para-3.5.5 (v) of OPWD Code Volume-I by inclusion.  
**(Additional performance Security) Modified vide Works Department office**  
**Memorandum No.4559 dt.05.04.2021**

Additional Performance Security shall be obtained from the bidder when the bid amount is less than estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price/rates than the estimated cost put to tender shall have to furnish the amount of Additional Performance Security (APS) in shape of Term Deposit Receipt pledged in favour of Block Development officer, Dhenkanal Sadar/Bank Guarantee in favour of Block Development Officer, Dhenkanal Sadar from any Nationalized/Scheduled Bank in India, counter guaranteed by its local branch within seven days of issue of Letter of Acceptance (LOA) by the Block Development Officer, Dhenkanal Sadar to the successful bidder. Otherwise, the bid of the successful bidder shall be cancelled and further, **proceeding for blacklisting shall be initiated against the bidder as per Works Department Office Memorandum No.14459 dtd.20.09.2018.**

The Additional Performance Security (APS) has to be deposited as follows.

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

19. (B) In case of percentage rate tender only percentage quoted by the contractor shall be considered.
- (i) The percentage quoted should be filled in accurately to avoid any discrepancy.
- (ii) If any discrepancy is found in the percentage quoted in words & figures, then the percentage quoted by the contractor in words shall be taken as correct.
- (iii) If any discrepancy is found in the percentage quoted in percentage excess/less and total rate quoted by the contractor than percentage will be taken as correct.

- (iv) The porcentago quoted in the tender without mentioning excoss/less and not supported with the corresponding amount will be treated as excoss.
- (v) The percentage excess or less will be considered up to two decimal point only. If the bidder quoted three or more decimal points the first two decimal points will be taken for considoration.
20. Every page of the D.T.C.N. and tender paper with required attachments should be signed by the tenderer failing, which the tender will be rejected.
21. The tenderer shall carefully study the tentative drawings and specifications applicable to the contract and all the documents, which will form a part of the agreement to be entered in to, by the accepted tenderer and detailed specifications for Orissa, and other relevant specifications and drawings, which are available. Complaint at a future date that the tenderers have not seen plans and specifications cannot be entertained.
22. The drawing furnished with the tender are tentative and subject to revision or modification as tendered during the execution as per actual necessity and detail test conducted. But the tendered rates quoted by the tenderer will hold good in case of such modification of drawings during the time of execution and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in- Charge as and when required.
23. By admission of a tender for the work, a tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, about the quality and availability of the required quantity of material including the wheat/ rice referred to above, medical aid, labour and food stuff etc., and that rates quoted by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted rates including labour and materials with royalties, cess, lead, lifts, loading and unloading, freight for all materials and all other charges necessary for the completion of the work, to the entire satisfaction of the Engineer-in-Charge of the work and his authorized subordinates. After acceptance of the contract rate Government will not pay any extra charges for any reason in case the contractor claims later on to have misjudged as regard availability of materials, labour and other factors.
24. The bidder shall submit a bid security declaration form as per proforma Annexed in the DTCN of the amount as specified in the **Contract Data**. Bidders desirous to hire machineries or equipments from outside the State or owned but deployed outside the State are required to furnish the EMD/bid security online as specified in the **Contract Data** and as per the above terms and conditions.
25. The tender should be accompanied with the attested true copies of the valid Registration certificate, and GSTIN, PAN card which are mandatory and the original certificates are to be produced within **3 (three) working days** after opening of the tender at Executive Engineer, Dhenkanal (R&B), Division, Dhenkanal for verification otherwise his/her bid shall be declared as non-responsive and thus liable for **rejection**.
26. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the items mentioned in the Call Notices. Any change in the wording will not be accepted.
27. The department reserves the right of authority to reject any or all tenders received without assigning any reason whatsoever.
28. The Engineer-in-charge will notify the bidder / tenderer whose bid has been accepted of the award prior to expiration of the validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the conditions of Contract called the "Letter of Acceptance") will state

the sum that the Engineer-in-charge will pay the contractor in consideration of the execution, completion and maintenance of the Works by the contractor as prescribed by the contract (Hereinafter and in the contract called the "Contract Price"). The Notification of award will constitute the formation of the contract, subject only to the furnishing of (Initial Security Deposit) in form of Deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account/National Savings Certificate / Post Office Time Deposit Account duly pledged in favour of the **Block Development Officer, Dhenkanal Sadar** and in no other form which including the amount already deposited as bid security (earnest money) shall be 2% of the value of the tendered amount and sign the agreement in the P.W.D. form No. P1 (Schedule XLV No. 61) for the fulfilment of the contract in the office of the **Block Development Officer, Dhenkanal Sadar** as directed. The security deposit together with the earnest money and the amount withheld according to the provision of P1 agreement shall be retained as security for the due fulfilment of this contract and additional performance security in accordance with the provisions of the agreement. The agreement will incorporate all agreements between the officer inviting the bid/Engineer-in-Charge and the successful bidder within 15 days following the notification of award along with the Letter of Acceptance. The successful bidder will sign the agreement and deliver it to the Engineer-in-Charge. Following documents shall form part of the agreement.

- a) The notice-inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading thereto & required amount of performance security including additional performance security.
  - b) **Standard P.W.D. Form P1 with latest amendments.**
29. Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the Bid Security (earnest money). No contract (tender) shall be finally accepted until the required amount of initial security money is deposited. The security will be refunded after **Twelve months** of completion of the work and payment of the final bill and will not carry any interest. As concurred by Law Department & Finance Department In their U.O.R. No 848, dtd.21.05.97 J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where tenderers back out from the offer before acceptance of tender by the competent authority.
30. The contractor should be liable to fully indemnify the Department for payment of compensation under workmen compensation act. VIII of 1923 on account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.
31. Tenderers are required to liable by fair wages clause as introduced by Govt. of Orissa, Works Department letter NoV11 (R&B) 5225, dt.26-2-55 and No.11, M-56/61-28842 (5), dt.27-9-61.
32. The contractor shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following similar category.
- a) Rent royalties, cess and other charges of materials, goods & service tax such as CGST&SGST w.e.f 1 July 2017 from time to time. Ferry tolls, conveyance-charges and other cost on account of land buildings including temporary building required by the tenderer for collection of materials, storage, housing of staff or other purpose of the work are to be borne by the contractor at his own cost. No rent will be payable to Govt. for temporary occupation of land owned by govt. at the site of the work for bonafide use of the land for work and all such construction of temporary nature by the contractor shall be done after obtaining written permission from the Engineer-in-Charge of Civil portion of the work and all such construction shall have to be demolished and debris removed and ground made good and cleared after completion of the work at no extra cost.
  - b) Royalty will be recovered from each bill as notified by Govt. from time to time unless K-Forms are enclosed. Refund of royalty at later date after passing of the bills cannot be entertained as the recovery of royalty is being credited to revenue.

- c) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local labour laws and health authorities shall have to be provided by the Contractor.
  - d) Arrangement of suitable water supply including pipe water supply where available for the staff and labour as well as for the execution of the work is sole responsibility of the Contractor and no extra cost for carriage of water will be entertained.
  - e) All fees and dues levied by Municipal, Canal or Water Supply Authorities are to be borne by the Contractor.
  - f) Suitable safety equipments and dresses, gloves, life belts etc. for the labour engaged in risky operations are to be supplied by the contractor at his own cost.
  - g) Suitable fencing barriers, signals including paraffin and electric signals where necessary at work and approaches in order in project the public and employees from accident has to be provided by the Contractor at his own cost.
  - h) Compensation including cost of any legal suit for injury to persons or property arising out of execution of the work and also any sum, which may become payable due to operation of the workmen compensation act, shall have to be borne by the contractor.
  - i) The contractor has to arrange adequate lighting arrangements for the work wherever necessary at his own cost.
33. No payment will be made for layout, benchmark, level pillars, profiles and benching and leveling the ground required, which has to be carried out by the contractor at his own cost. The rates to be quoted should be for finished items of work inclusive of carriage of all materials and all incidental items of work.
34. After the work is finished all surplus materials should be removed from the site of work, preliminary work such as vats, mixing platforms, etc. should be dismantled and all materials removed from the site and premises left neat and his should be inclusive in the rates. No extra payment will be made to the Contractor in this account.
35. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works quantity of any item besides estimate amount unless written order is obtained from the competent authority and rate settled before the extra items of work or extra quantity of any items of work is taken up.
36. The tenderers shall have to abide by the C.P.W.D. safety code rules introduced by the Govt. of India, Ministry of Works, Housing & Supply in their standing order no.44150, dtd.25-11-57.
37. No part of the contract shall be sublet without written permission to the concerned Executive Engineer or transfer be made by the power of attorney authorizing others to receive payment on contractor's behalf.
38. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in all the offices issuing the documents and office of the under signed during office hours every day except on Sundays and Public Holidays till last date of sale and receipt of tender papers. Interested bidders may obtain further information at the same address. But it must be clearly understood that tenders must be received in order and according to instructions in complete shape. Incomplete tender is liable for rejection.
39. **No Relation certificate.** The contractor shall furnish a certificate along with the tender to the effect that he is not related to any officer in the rank of an Junior Engineer & above in any Block or Assistant/ Under Secretary & above in the P.R & D.W Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money & the total security will be forfeited & he shall be liable of make good to damages the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide **Schedule-A.**

40. **A PAYMENT FOR VARIATION IN PRICE (Contract clause No.31)**

(Vide Works Department Memorandum No-12606 dt.24.12.2012.

Contract price shall be adjusted for increase or decrease in rates and price of Labour, cement steel, Bitumen, Pipes, POL & other material component in accordance with the following principles and procedures as per formula given below.

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

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

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

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

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

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

$$V_m = 0.85 \times P_m / 100 \times R \times (M_i - M_o) / M_o$$

$V_m$  - Increase or decrease in the cost of work during the quarter under consideration due to changes in rates of materials other than cement, steel, bitumen, pipes and POL.

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

$M_i$  = all-India wholesale price index (all commodities) prevailed during the quarter last date of bids (as published by the Economic Adviser to govt. of India, Ministry, Industry and Commerce, New Delhi).

Mi=The all-India wholesale price index (all commodities) for the quarter under consideration as published by Economic Adviser, Govt. of India, Ministry of Industry and Commerce, New Delhi. In respect of the justified period extended for completion or the prevailing index of the period under consideration, whichever is less, shall be considered.

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

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

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

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

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

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

The increase/ decrease in prices of cement, steel, bitumen and pipes for reimbursement/recovery shall be determined as follow.

**a) Adjustment towards differential cost of cement**

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

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

$C$  = All India wholesale price index for current for the quarter under consideration is published by Economic Adviser, Govt. of India, Ministry of Industry and Commerce, New Delhi.

$C_i$  = All India wholesale price index (as published by Economic Adviser, Govt. of India, Ministry of Industry and Commerce, New Delhi for cement as prevailing on the last stipulated date of receipt of tender.

**b) Adjustmont towards differontial cost of stool.**

$V_s = (S_i - S_o) \times$  Actual quantlly of steel utilized in the work during the quarter under consideration.

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

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

$S_o =$  Base price of steel prevalling as on the last date of submission of tender including extension, if any.

**c) Adjustmont towards differontial cost of Bitumon.**

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

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

$B_i =$  Cost of the Bitumen as prevalled during the period under consideration as fixed by IOCL/BPCL/HPCL.

$B_o =$  Base price of Bitumen prevalling as on the last date of submission of tender including extension, if any.

**d) Adjustmont towards differont cost of pipes.**

$V = 0.85 \times P_p / 100 \times R (P_i - P_o)$

$V_p =$  Differential cost of pipe i.e. amount of increase or decrease in rupees to be paid or recovered during the quarter under consideration.

$P_p =$ Percentage of pipe component of the work as indicated in the clause 31(d).

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

$P_i =$ All India wholesale price index for the period under consideration as published by Economic Advisor, Govt. of India, Ministry of Industry and Commerce, New Delhi, for the type of pipe under consideration.

$P_o =$ All Indis wholesale price index (as published by Economic Advisor, Govt. of India, Ministry of Industries & Commerce, New Delhi) as on the last stipulated date of receipt of tender including extension, if any, for the type of pipe under consideration.

**31(b)REIMBURSEMENT/ REFUND DUE TO STATUTORY RISE IN COST OF MINIMUM WAGES BY GOVERNMENT.**

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

penalty is levied for delayed completion of the work, the contractor shall not be eligible to get escalation on labour on the value of works executed during the extended period.

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

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

$$V_i = 0.85 \times P_i / 100 \times R \times (L_i - L_o) / L_o$$

$V_i$  = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates of minimum wages.

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

$L_o$  = The minimum wages for labour as notified by State Government, as prevailing on the last stipulated date of receipt of tender including extension, if any.

$L_i$  = The minimum wages for labour as notified by State Government & as prevailed on the last date of the quarter previous to the one under consideration. In respect of the justified period extended, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to stipulated date of completion or the minimum wage prevailing on the last date of the quarter previous to the one under consideration, whichever is less, shall be considered.)

$P_i$  = Percentage of labour component of the work, as indicated in the clause 31 (d).

31(c): REIMBURSEMENT/ REFUND DUE TO VARIATION IN PRICES OF P.O.L.

Similarly, if during the progress of work the prices of Diesel, petrol, oil and lubricants increases or decreases as a result of the price fixed thereof by the Government of India and the contractor thereupon necessarily and properly pays such increased or decreased price towards Diesel, Petrol, Oil and Lubricants used in the execution of the work, then he shall be entitled to reimbursement or liable to refund, quarterly, as the case may be such an amount as shall be equivalent to the plus or minus difference of 85% in between the price of P.O.L. which is operating for the quarter under consideration, and that operated for the quarter of last date of receipt of bids as per the formula indicated below provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to him. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get price escalation on POL on the value of works executed during the extended period.

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

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

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

$P_i$  = Percentage of P.O.L. component of the work, as indicated in clause-31(d) below.

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

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

Fo = All India Whole sale price index for Fuel, oil & lubricant (High Speed Diesel) as prevailing on the last stipulated date of receipt of tender including extension, if any.

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

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

\* Note: -Further break up may be worked out considering the consumption of cement, steel, bitumen and pipe in the concerned works for the period under consideration

42. Payment for variation in price - (Vide Works Department Memorandum No-12073/W dt. 7.4.1986, No-14379 dt. 22.6.91 & No-22874/dtd.24.10.92)
- a) If during the progress of the work the price of any material incorporated in the work increases or decreases as a result of increase or decrease in the average wholesale price Index (all commodities), and the contractor there upon necessarily and properly pays in respect of that materials (incorporated in the work) such increased or decreased price, then he shall be entitled to reimburse or liable to

refund quarterly as the case may be, such an amount, as shall be equivalent to the plus or minus difference of 75% in between the Average wholesale Price Index (all commodities) which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened, as per the formula indicated below:

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

$$V_m = 0.75 \times \frac{F_m \times R \times (i - i_0)}{100 \quad i_0}$$

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

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

$i_0$  = The average Wholesale Price Index (all commodities) for the quarter in which the tender was opened (as published in R.B.I. bulletin from time to time.)

$i$  = The Average Wholesale Price Index (all commodities) for the quarter under consideration.  $PM$  = Percentage of materials component as per sub-clause of this clause.

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

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

$$V_1 = 0.75 \times \frac{PI \times R \times (1 - 10)}{100 \quad 10}$$

$V_1$  = Increase or decrease in the cost of work during the quarter under consideration due to changes in the minimum wages rate of labour.

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

$10$  = The minimum wages for labour as prevailed during the quarter under consideration in which the tender was opened.

$1$  = The minimum wages for labour prevailed during the quarter under consideration.  $PL$  = Percentage of labour component (as per sub-clause).

c) Similarly, if during the progress of work, the price of Petrol, Oil and Lubricants (Diesel oil being the representative item for the price adjustment) increases or decreases as a result of the price fixed there for by the Government of India and the Contractor there upon necessarily and properly pays, such increased or decreased price towards Petrol, Oil and Lubricants used on execution of the work, then he shall be entitled to reimburse or liable to

refund, quarterly as the case may be, such an amount, as shall be equivalent to the 75% plus or minus difference in between the price of P.O.L. which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the **formula indicated below:**

$$K_1 = \frac{0.75 \times K_2 \times R \times (D_2 - D_1)}{100 \times D_1}$$

$K_1$  = Increase or decrease in the cost of work during the quarter under consideration due to changes in the price of P. O. L.

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

$D_1$  = Average Price per liter of diesel oil which was fixed by the Government of India during the quarter in which the tender was opened.

$D_2$  = Average Price per liter of diesel oil which is fixed during the quarter under consideration. Percentage of P. O. L. component as per sub-clause.

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

### Category of Contractor' Supply Departmental

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

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

- e) Vide Works Department letter No-21369 dated-22.09.91, the reimbursement / refund on variation in price of materials, labour and P.O. L. as per sub-clauses (a), (b) and (c) of this clause shall be applicable in the following manner. "In term of aforesaid escalation clause, where the period for completion of the work as stipulated in the agreement is less than one year, no escalation admissible at all, in case of work where the stipulated period of completion is one year and more escalation on account of price variations is admissible, provided that the work has been carried out by the contractor within the stipulated time or extension there-of as are not attributable to the contractor in terms of the relevant provisions of the agreement. In the situation, where the period of completion initially stipulated in the agreement is less than one year and subsequently the completion period has been validly extended on the ground that the delay in completion of the work is not attributable to the contractor and in the result the total period including the extended period stands at one year or more, escalation is admissible only the balance portion of work executed beyond one year."
- f) The contractor shall for the purpose of sub-clauses (a), (b) & (c) of this clause keep such books of account and other documents as are necessary to show that the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorized representatives of Govt. and further, shall at the request of the Engineer-in- Charge furnish, verified in such a manner as the Engineer-in-Charge may require any document kept and such other information as the Engineer-in-Charge may require .The contractor shall within a reasonable time of his becoming aware of any alteration in the price of such material, wages of labour and! or price of P.O.L. give notice thereof to the Engineer in-Charge stating that the same is given pursuant to this condition together with an information relating thereto which he may be in a position to supply.
43. If any advance / Secured advance is granted by the Department the same will bear interest at the rate of 18% P.A.
44. All items of work as per schedule of quantities of this tender should conform to Orissa Detailed Standard Specification. I.R.C. & I.S.I. Codes & Bridge code section I,II,III,IV &VII & latest design criteria for pre-stressed concrete bridge specially for Roads & Bridges issued by MORT&H., Government of India, Compacting shall have to be carried out with help of mechanical vibrators from the range of I.S.2505, I.S.2006, I.S.2514, I.S.4656.
45. For bridge works Shuttering & centering shall be with suitable steel stanchion, props beams and steel plate steel shutters in side of which shall be lined with suitable sheeting and made leak proof

and watertight. All joints in formwork shall be properly sealed preferably with P.V.C. joints sealing tapes & compounds.

46. Form work including complete false work shall be designed by the Contractor without any extra cost to employer and the Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures, if found defective in their opinion. Any eventually such as loss of lives or property due to failure of centering and shuttering shall be the responsibility of the Contractor regarding compensation of all claims thereof.
47. Cement Concrete should be machine mixed by weight by means of concrete mixture/batching plant conforming to relevant grade and approved by the Engineer-in-charge for all types of concrete works. The Contractor should arrange his own batching plant concrete mixer appropriate vibrators, pumps, etc. for this purpose at his own cost and departmental machinery if available only may be utilised on payment of necessary hire charges as detailed in clause of recovery sheet on necessary requisition.
48. Cement shall be used by bags and weight of one bag of Cement should be 50(fifty) Kg. net & the Engineer-in-Charge or his representative shall have the right to test the weight & quality from time to time.
49. The tenderers shall make all arrangements for proper storage of materials but no cost for raising shed for store and pay of security guard etc. will be borne by the Department. The department is not responsible for any theft or loss of materials at site. It is contractor's risk. Under any such plea, if the tenderer stops the work, he shall have to pay the full penalty as per clauses of the contract.
50. Approach road to site of work for transport of materials to site of work is sole responsibility of the Contractor Statutory traffic restriction in the town area for Transport of construction material to site of work is to be taken in to consideration before tendering and no consideration for extra time or compensation thereof shall be considered.
51. The contractor should at his own cost arrange necessary tools and plants required for efficient execution of work and the rates quoted should be inclusive of transportation, hire and running charges of such plant and cost of consumables.
52. The machineries, if available, with the department may be supplied on hire as per charges noted in the enclosed statement and may be changed from time to time subject to the condition that the contractor will execute in advance an agreement with the Engineer-in-Charge.
53. No claim whatsoever will be entertained for supply of machineries.
54. An applicant or any of its constituent partners of whose contract for any work has been rescinded or who has abandoned any work in the last five years, prior to the date of the bid, shall be debarred from qualification. The tenderer is to furnish an **affidavit** at the time of submission of tender paper about the authentication of tender documents including Bank guarantee. An **affidavit** to this effect is to be furnished in Schedule-F. Non-furnishing of the information in **Schedule - E** and required affidavit in **Schedule-F(original)**, the bid document will be **summarily rejected**.
55. **It should be clearly understood that: -**
  - a) The joints of the bars are to be provided with lapping, welds or bolts nuts as well be directed by the Engineer-in-charge.
  - b) Concrete test specimens 150mm x 150mm x 150mm in size (whether plain or reinforced concrete) for the testing shall be taken for each structural member by a representative of the contractor in the presence of responsible officer of the rank not lower than that of an Assistant Engineer or sub-Divisional Officer. The contractor shall bear the cost so involved in testing. The test specimen in cube should be carried out in the Departmental Control and Research Laboratory of Cuttack or Bhubaneswar. Test should be carried out in accordance with the stipulation in Bridges code section-III.
  - c) Test specimens shall be formed carefully in accordance with the standard method of taking test specimen and no plea shall be entertained later on the grounds that the casting of the test specimen was faulty and that the result of the specimen did not give a correct indication of the actual quality of concrete.

- d) Plain concrete and reinforced concrete specimens will be tested in Government Test Houses at Alipore or control and Research Laboratory at Bhubaneswar. Cost of testing of all specimens and samples will be borne by the Contractor.
56. The rates quoted should be inclusive of carriage of water required in connection with execution of the work. No claim for carriage of water what so ever will be entertained.
57. 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 Block Development Officer Dhenkanal Sadar. 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 Block Development Officer Dhenkanal Sadar in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
58. **The contractors are required to furnish evidence of ownership of principal machineries/equipments in Schedule-C.**
59. 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.
60. For submission of a tender for the work, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work about the quality and availability of the required quantity of materials, Medical aid, labour and Flood stuff etc. and that the rates quoted by him in the tender will be adequate to complete the work according to the specifications attached thereto and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted labour rates and materials with royalties lead, lifts, loading and unloading freight for materials and all other charges necessary for the completion of the work to the entire satisfaction of the Engineer-in-charge of the work and his authorized subordinates. After acceptance of the contract rates Government will not pay any extra charges for any reason in case the contractor finds later on to have misjudged the conditions as regards the availability of materials, labour and other factors.
- The contractor will be responsible for any misuse, loss or damages due to any reasons whatsoever of any departmental material during the execution of work. In case of loss, damage or misuse, recovery at the rate at 5 times the cost of the materials will be deducted from the bills or his other dues.
61. The prevailing percentage of the gross amount of the bill towards income tax will be deducted from the contractor's bill as per the I.T. Act.
62. CGST & SGST Tax w.e..f 1 July 2017 on the gross amount of the bill will be deducted from the contractor's bill.
63. It must be clearly understood that under no circumstances any interest is chargeable for the dues or additional dues if any payable for the work executed and final bill pending disposal due to any reason whatsoever.
64. No extra payment will be made for removing spreading and consolidating salvaged metals and materials.
65. Under section 12 of contractor's labour (Regulation and Abolition) Act. 1970 the contractor who undertakes execution of work through labour should produce valid license from licensing authorities of labour Département.
- Clause No. 36 – If the rate quoted by the bidder is less than 15 % of the tendered amount then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids. But if more than one bid is quoted at 14.99 % (Decimals up to two numbers will be taken for all practical purposes) less than the estimated cost, the tender accepting authority will finalize the tender through a transparent lottery system, where all bidders / their authorized representatives, Block Development Officer Dhenkanal Sadar and all other officials will remain present.

91. If the contractor removes Government materials supplied to him from the site of work with a view to

66. **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 required by the concerned technical personnels of DRDA. The contractor shall bear the cost so involved in testing.
67. Super class contractor shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Orissa. Special class contractor shall employ under him one graduate Engineer and two Diploma Holder belonging to the state of Orissa. Likewise, A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Orissa. The contractor shall pay to the Engineering personnel monthly emoluments, which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Orissa. The Assistant Engineer (Civil), Orissa may however assist the contractor with names of such unemployed Graduate engineers and Diploma Holders if such help is sought for by the contractor. The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill of the Super Class, Special Class or A' Class Contractor shall be accompanied by an employment Roll of the Engineering personnel together with a Certificate of the Graduate Engineer or Diploma Holder so employed by the contractor to the effect that the work executed as per the bill has been supervised by him. (Vide Works Department No. Codes M-22/91-15384 dated 9.7.91). The required certificate is to be furnished in the proforma contained in a separate sheet vide Schedule-I.
68. Engineering personnel of the executing agency should be present at work site at the time of visit of High-level Inspecting officers.
69. All reinforced cement work should conform to Orissa Detailed specification and should be of proportion  
M-15 and M-20 having a minimum compressive strengthening (in work test) 150kg. /200Kg: per Cm<sup>2</sup> in  
15 Cm cubes at 28days, after mixing and test conducted in accordance with IS 456/2000 and IS 516 using  
20mm & 10mm size hard black crusher broken granite chips (20mm size not be exceed 25%).
70. Bailing out of water from the foundation, pipe line trenches S. Tanks/Soak pits/Sumps/M.H. etc. either rain water or sub-soil water if necessary, should be borne by the contractor. No payment will be made for benchmarks. Level pillars, profiles and benching and leveling the ground wherever required. The rates quoted should be for finished items of works inclusive of these incidental items of work.
71. It should be understood clearly that no claims whatsoever would be entertained.
72. The tenderer shall have to abide by the C.P.W.D. safety code rules introduced by the Government of India, Ministry of work Housing and Supply in their standing order No-44150 dtd.25.11.57.
73. The Contractor will have to submit to the Block Development Officer, Dhenkanal monthly return of labour both skilled and unskilled employed by him on the work.
74. All fittings for doors and windows as supplied by the Contractor should be of best quality and conform to relevant IS. specification and should be got approved by the Engineer-in-charge of the respective wing before they are used on the work.
75. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing buildings, if found necessary and bear the entire cost of such test.
76. The Tenderer should furnish along with their tender 1. A list of works, which are at present in their hand 2. List of T&P and 3. List of work executed in the prescribed proforma enclosed herewith (Schedule-B, C & D).
77. All reinforced cement concrete works should be finished smooth Extra charges for plastering if required to any R.C.C. structures like roof slab, Columns, Chajjas, fins, parapets, shelves etc. shall not be paid.
78. The tenderer may at his option quote reasonable rate for each item of work carefully so that the rate for one item should not be unworkable low and for others too high.
79. The contractor has to arrange the samples of materials required for execution to be got tested and approved by the Department before taking up the work and during course of execution required from time to time. All such samples are to be tested at Government Test house, Alipore. or at

91. If the contractor removes Government materials supplied to him from the site of work with a view to

Central Research Laboratory Cuttack at the cost of the Contractor with no extra cost to the Department.

80. If there is any damage to the work due to natural calamities like flood or cyclone or any other cause during the course of execution of work or up to 12 months after completion of work or if any, imperfection becomes apparent to the work within 6 months from the date of final certificate of completion of work the contractor shall make good of all such damages at his own cost with no extra cost to the Department. No claims, whatsoever, in this regard will be entertained.
81. The Fly Ash bricks should be good qualities. The bricks should be approved by the Engineer-in-charge before use in the work and should conform to the minimum strength as per National Building Code.
82. Under Section 1 of contract labour Regulation and Abolition Act 1970 the contractor who undertakes execution of work through labour should produce valid license from the licensing authority of labour Department.
83. Standard co-efficient for linear measurement will be adopted while calculating consumption of steel and no claim whatsoever regarding difference in co-efficient of steel will be entertained. The rates quoted shall be inclusive of any eventuality of difference for co-efficient for linear measurements.
84. That for the purpose of jurisdiction in the event of disputes if any of the contract would be deemed to have been entered in to within the State of Orissa and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any place outside the State of Orissa.
85. **SPECIAL CONDITIONS (PART OF THE CONTRACT): -**  
(i) All materials before they are being used in the items of works as per this Schedule of quantities and also the finished items of work where tests are applicable shall have to be tested through the Engineer-in-charge of the respective wing at appropriate Laboratories according to the relevant IS. Specifications of the materials and the said items of works and the cost of all such tests shall have to be borne by the Contractor and the rates of the items of works should be inclusive of cost of such tests.  
(ii) The tests have to be planned & carried out such that the progress of work is not hampered  
(iii) The tests are mandatory as per the prescribed frequencies and IS. Specifications. However, these are not exhaustive and the Engineer-in-charge has the right to prescribe other required test if any as will be considered from time to time.  
(iv) Defect liability period is **12 months** after date of completion. If any defect is noticed, on the defect liability period, the contractor is bound to replace / repair the defects immediately so that, other structure is not hampered.
86. In case of ambiguity between clauses of this D.T.C.N. and the P1 contract form, the relevant Clauses of the P1 contract form shall prevail over the D.T.C.N. The clauses not covered under P1 contract form shall be governed by the clauses of the D.T.C.N.
87. It must be definitely understood that the Government does not accept any responsibility for the correctness and completeness of the trial borings shown in the Cross Section.
88. Schedule of quantities is accompanied in D.T.C.N. It shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alternation or omissions, deductions or alternations set forth in the conditions of the contract and such omissions, deductions, additions or alternations shall no way invalidate the contract and no extra monetary compensation, will be entertained.
89. In case of any complaint by the labour working about the nonpayment or less payment of his wages as per latest minimum Wages Act, the Block Development Officer Dhenkanal Sadar will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the labour directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the Block Development Officer Dhenkanal Sadar is final and binding on the contractor.
90. 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.

91. If the contractor removes Government materials supplied to him from the site of work with a view to dispose of the same dishonestly, he shall be in addition to any other liability civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the contractor or from his security deposit or from the proceeds of sale thereof.
92. Though Departmental issue of cement and steel has indicated, it may not be taken as binding. The contractor must have to arrange by themselves cement, steel, bitumen and every sort of materials from approved manufacturer, get it tested in the Departmental Laboratory and approved by the Department before use. No extension of time or escalation of price on such account shall be entertained in future.
93. TOR rods, plates and structural members will be supplied in quantity, length and size available in the stock. For payment of reinforcement, the steel including plates etc. shall be measured in length of different diameter, size and specification as actually used (including hooks and cranks) in the work correct to an inch or cm. and their weight calculated as per sectional weight prescribed by the Indian Standard Specification or as directed by the Engineer-in-Charge (Wastage of bars and unnecessary lapping will not be considered for measurement and payment).
94. The contractor should at his own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance.
95. 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.
96. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the concerned Block Development Officer Dhenkanal Sadar with their bills, failing which the amount towards royalties of different materials as utilised by them in the work will be recovered from their bills and deposited in the revenue of concerned department.
97. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
98. 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.
99. Any defects, shrinkage or other faults which may be noticed within 12 (Twelve) months from the completion of the work arising out of defective or improper materials or workmanship timing are upon the direction of the Engineer-in-Charge to be amended and made good by the contractor at his own cost unless the Engineer for reasons to be recorded in writing shall be decided that they ought to be paid for and in case of default Department may recover from the contractor the cost of making good the works. The contractor is also required to maintain the road for 12 (Twelve) months from the date of successful completion of the work.
100. From the commencement of the works to the completion of the same, they are to be under the contractor's charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the Govt. of Orissa harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the work. Also, no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental damages so caused will have to be made good by the contractor at his own cost.