

# GOVERNMENT OF ODISHA

## INVITATION FOR BIDS (IFB)

Identification No.03 BDO Kankadahad.

### TENDER CALL NOTICE NO. 03 OF 2023-24

**E-mail :[ori-kankadahad@nic.in](mailto:ori-kankadahad@nic.in)**

1. Block Development Officer, Kankadahad on behalf of Governor of Odisha invites percentage rate bids for the works (civil only) as detailed in the table from class of contractors mentioned in Col.-4 below registered with the State Government and contractors of equivalent grade / class registered with Central Government / MES / Railways to be eventually drawn up in PWD F-2 (Now P-1) form for execution of civil works, on production of definite proof from the appropriate authority. But successful bidder of other State / MES / Railway / CPWD in equivalent rank has to register under the State PWD before signing the agreement. The bidders may submit bid for the work.

| Sl. No. | Name of the work.                                                                               | Approximate value of work | Class of contractor | Place of receipt of tender papers through Post only. | Cost of documents (Non-refundable (Rs.)) | EMD 1 %   | Period of completion in months |
|---------|-------------------------------------------------------------------------------------------------|---------------------------|---------------------|------------------------------------------------------|------------------------------------------|-----------|--------------------------------|
| 1       | 2                                                                                               | 3                         | 4                   | 5                                                    | 6                                        | 7         | 8                              |
| 1       | Construction of New Panchayat Samiti Building & Conference Hall at Panchayat Samiti, Kankadahad | Rs.52,93,152.29           | 'B' Class           | BDO, Kankadahad                                      | Rs.10,000                                | Rs 52,932 | 5(Five Calendra Month)         |

2. Tender documents consisting of specification & schedule of quantities (BOQ) and the set of terms and conditions of contract (DTCN) along with other necessary documents can be obtained/downloaded from district NIC website ([www.dhenkanal.nic.in](http://www.dhenkanal.nic.in)) from **Dt.12-02-2024 at 10.00 a.m. to Dt-20-02-2024 till 5.30 p.m.** Interested bidders may obtain further information at the address mentioned in Col.5 above.
3. Sealed Bids must be enclosed with appropriate paper cost in shape of a **non-refundable Demand Draft, separately issued in favour of Block Development Officer Kankadahad & payable at Kankadahad**
4. The Earnest Money Deposit (EMD) will be 1 % of the Tender value and should be deposited in shape TDR, FDR, NSC, KVP or small saving deposit from any Nationalized Bank duly pledged in favour of "Block Development Officer", Kankadahad payable at Kankadahad at the time of Bidding.
5. The receipt of the bid documents will start from **Dt.12-02-2024 at 10.00 a.m. to Dt-20-02-2024 till 5.30 p.m only through Registered Post/ Speed Post** addressed to **The Block Development Officer Kankadahad, Dist. - Dhenkanal, Odisha, PIN – 759028.** Delay due to postal will not be considered at any cost.
6. The bids will be opened on **Dt-21-02-2024 at 11.00 AM** in the office of the under signed in the presence of the bidders or their authorized persons who wish to attend. If the office happens to be closed on the opening day, the bids will be opened on the next working day at the same time and venue accordingly.
7. Bidding documents will be available in the District website i.e. [Dhenkanal.nic.in](http://Dhenkanal.nic.in) and the same can be downloaded and submitted along with the relevant documents duly filled up and the same can be submitted to **The Block Development Officer Kankadahad by Registered Post/ Speed post within the stipulated time mentioned above and the Authority will not be held responsible for any kind of postal delay (dispatching Bid documents/receiving sealed Bids), Oif any.**
8. Sealed Bids should be accompanied with the attested true copies of the valid registration certificate, GSTIN, PAN card, Affidavit and other documents as per DTCN which are mandatory and the original documents submitted by the successful bidder will be verified within five working days of opening of the tender before Block Development Officer Kankadahad for verification otherwise his / her bids shall

be declared as non-responsive and thus liable for rejection and the bidder will be as Black Listed for 2 years from the Department and the EMD amount will be forfeited. The same tender will be rendered further.

9. Other details can be seen in the bidding documents.
10. The enclosures other than the D.T.C.N. should be page numbered and signed by the contractor.
11. Total No. of enclosures should be submitted by him / her in Numbers and words as per relevant clause of D.T.C.N.
12. The authority reserves the right to reject any or all tenders without assigning any reason thereof.
13. The Bid Documents can be downloaded from the Dhenkanal Portal i.e. [www.Dhenkanal.nic.in](http://www.Dhenkanal.nic.in).

Memo No. 379 Dt. 07/02/24

Copy submitted to the Collector & District Magistrate, Dhenkanal / CDO-Cum-EO, ZP, Dhenkanal/Sub-Collector, Kamakshyanagar with a request to display the above notice in the office Notice Board for wide circulation.

Block Development Officer  
Kankadahad  
KANKADAHAD

Memo No. 380 Dt. 07/02/24

Copy to the D.I.O., Dhenkanal for information & necessary action. One copy of this notice & other tender documents (DTCN & BOQ) may be hoisted in the district website for wide circulation.

Block Development Officer  
Kankadahad  
KANKADAHAD

Memo No. 381 Dt. 07/02/24

Copy to the Director, Information & Public Relation Department, Bhubaneswar for publishing of Tender Notice in two Odia & One English daily News Paper for wide circulation.

Block Development Officer  
Kankadahad  
KANKADAHAD

Memo No. 382 Dt. 07/02/24

Copy to Accounts Section/ Head clerk/ Cashier/ Office Notice Board of this office for kind information.

Block Development Officer  
Kankadahad  
KANKADAHAD

Block Development Officer  
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**GOVERNMENT OF ODISHA**  
**INVITATION FOR BIDS (IFB)**  
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**TENDER CALL NOTICE NO. 03 OF 2023-24**

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1. Block Development Officer, Kankadahad on behalf of Governor of Odisha invites percentage rate bids for the works (civil only) as detailed in the table from class of contractors mentioned in Col.-4 below registered with the State Government and contractors of equivalent grade / class registered with Central Government / MES / Railways to be eventually drawn up in PWD F-2 (Now P-1) form for execution of civil works, on production of definite proof from the appropriate authority. But successful bidder of other State / MES / Railway / CPWD in equivalent rank has to register under the State PWD before signing the agreement. The bidders may submit bid for the work.

| Sl. No. | Name of the work.                                                                            | Approximate value of work | Class of contractor | Place of receipt of tender papers through Post only. | Cost of documents (Non-refundable (Rs.)) | EMD 1 %   | Period of completion in months |
|---------|----------------------------------------------------------------------------------------------|---------------------------|---------------------|------------------------------------------------------|------------------------------------------|-----------|--------------------------------|
| 1       | 2                                                                                            | 3                         | 4                   | 5                                                    | 6                                        | 7         | 8                              |
| 1       | Construction of New Panchayat Samit Building & Conference Hall at Panchayat Samit Kankadahad | Rs.51,93,152.29           | 'B' Class           | BDO, Kankadahad                                      | Rs.10,000                                | Rs 51,932 | 5(Five Calendra Month)         |

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3. Sealed Bids must be enclosed with appropriate paper cost in shape of a **non-refundable Demand Draft, separately issued in favour of Block Development Officer Kankadahad & payable at Kankadahad**
4. **The Earnest Money Deposit (EMD) will be 1 % of the Tender value and should be deposited in shape TDR, FDR, NSC, KVP or small saving deposit from any Nationalized Bank duly pledged in favour of "Block Development Officer", Kankadahad payable at Kankadahad at the time of Bidding.**
5. The receipt of the bid documents will start from **Dt.12-02-2024 at 10.00 a.m. to Dt-20-02-2024 till 5.30 p.m only through Registered Post/ Speed Post addressed to The Block Development Officer Kankadahad, Dist. - Dhenkanal, Odisha, PIN – 759028.** Delay due to postal will not be considered at any cost.
6. The bids will be opened on **Dt-21-02-2024 at 11.00 AM** in the office of the under signed in the presence of the bidders or their authorized persons who wish to attend. If the office happens to be closed on the opening day, the bids will be opened on the next working day at the same time and venue accordingly.
7. Bidding documents will be available in the District website i.e. [Dhenkanal.nic.in](http://Dhenkanal.nic.in) and the same can be downloaded and submitted along with the relevant documents duly filled up and the same can be submitted to **The Block Development Officer Kankadahad by Registered Post/ Speed post within the stipulated time mentioned above and the Authority will not be held responsible for any kind of postal delay (dispatching Bid documents/receiving sealed Bids), Oif any.**
8. Sealed Bids should be accompanied with the attested true copies of the valid registration certificate, GSTIN, PAN card, Affidavit and other documents as per DTCN which are mandatory and the original documents submitted by the successful bidder will be verified within five working days of opening of the tender before Block Development Officer Kankadahad for verification otherwise his / her bids shall

be declared as non-responsive and thus liable for rejection and the bidder will be as Black Listed for 2 years from the Department and the EMD amount will be forfeited. The same tender will be rendered further.

9. Other details can be seen in the bidding documents.
10. The enclosures other than the D.T.C.N. should be page numbered and signed by the contractor.
11. Total No. of enclosures should be submitted by him / her in Numbers and words as per relevant clause of D.T.C.N.
12. The authority reserves the right to reject any or all tenders without assigning any reason thereof.
13. The Bid Documents can be downloaded from the Dhenkanal Portal i.e. [www.Dhenkanal.nic.in](http://www.Dhenkanal.nic.in).

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## **DETAILED TENDER CALL NOTICE**

This detailed Tender Call Notice along with the clauses mentioned herein shall form a part of the contract and agreement.. The tenderers are required quote their bidding amount and in percentage both in figures and words placed below the abstract estimate.

The receipt of the bid documents shall start from 10.00 AM on Dt. 12.02.2024 to Dt. 20.02.2024 till 05.30 PM only through Registered Post/ Speed Post addressed to The Block Development Officer Kankadahad, Dist. Dhenkanal, Odisha, PIN – 759028.

1. The Bids will be opened on the Dtd. 21.02.2024 at 11.00 AM in the office of the undersigned, in the presence of the bidders or their authorized agents who wish to attend, if the office happens to be closed on the date of receipt/opening of the bids as specified, the bids will be received/opened on the next working day at the same time and venue.
2. Tender documents consisting of specification & schedule of quantities (BOQ) and the set of terms and conditions of contract (DTCN) along with other necessary documents can be obtained/downloaded from district NIC website ([www.dhenkanal.nic.in](http://www.dhenkanal.nic.in)) from Dt. 12.02.2024 at 10.00 a.m. to Dt. 20.02.2024 till 5.30 p.m.
3. The authority will not be responsible if any portion of the bid document is modified and in all cases this condition stipulated in the original document kept in the Office of the undersigned shall prevail.
4. If, the tender documents sent through registered post/ speed post do not reach the concerned office by the above date and time, the offer will not be considered on any account even if the tender documents were dispatched by the tenderer before the due date.
5. The tenderer has to furnish attested true copy of the original Valid Contractor License / PAN Card / Labor License(not mandatory), GST, Affidavit, Formats along with the tender failing which the tender will be treated as non-responsive and liable for rejection.
6. All tender documents along with paper cost in shape of Demand Draft and the EMD in shape of FDR/TDR/ NSC/ KVP or Small Saving Certificate from any Nationalize Bank duly pledged in favour of Block Development Officer, Kankadahad in a sealed cover super scribed with name of work shall be sent through post only to the office of the undersigned within the prescribed time. Any tender given by hand to anybody will not be accepted for opening and shall not be considered.
7. The companies or individuals registered with State Government and contractors of equivalent Grade / class registered with Central Government / MES having registration for Civil Works having both legal competency and expertise in Civil Engineering works need put tenders for this work and the documentary evidence under appropriate Act.
8. The contract will be drawn in P.W.D. P1 contract Form.
9. No tender documents will be available to the intending tenderer beyond the date and time of sale mentioned in the tender notice.
10. No tenderers will be permitted to furnish their tender in their own manuscript papers. No letter should accompany the tender.
11. The tender should be strictly in accordance with the provisions as mentioned in the tender schedule. Any change in the wordings will not be accepted.
12. The work is to be completed in all respects as per NIT Col No. 8 from the date of issue of work order. Tenderer whose tender is accepted must submit a programme of work immediately after issue of work order for approval of Engineer-in-Charge.
13. 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.
14. 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:

15. (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.

16. **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, Kankadahad /Bank Guarantee in favour of Block Development Officer, Kankadahad 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, Kankadahad 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   |

17. (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 percentage quoted in the tender without mentioning excess/less and not supported with the corresponding amount will be treated as excess.
  - (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 consideration.
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. Sealed Bids should be accompanied with the attested true copies of the valid registration certificate, GSTIN, PAN card, Affidavit and other documents as per DTCN which are mandatory and the original documents submitted by the successful bidder will be verified within five working days of opening of the tender before Block Development Officer Kankadhad for verification otherwise his / her bids shall be declared as non-responsive and thus liable for rejection and the bidder will be as Black Listed for 2 years from the Department and the EMD amount will be forfeited. The same tender will be rendered further.
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, Kankadahad** 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, Kankadahad** 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 Assistant Engineer & above in the state P.W.D. or Assistant Under Secretary & above in the Works Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money & the total security will be forfeited & he shall be liable of make good to damages the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide **Schedule-A.**

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.

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

$M_i$  = 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.

$P_m$  = 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**

$V_c = (C_i - C_o) / C_o \times$  Actual quantity of cement utilized in the work during the quarter under consideration  $\times$  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) Adjustment towards differential cost of steel.**

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

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

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

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

**c) Adjustment towards differential cost of Bitumen.**

$V_b = (B_i - B_o) \times \text{Actual quantity of Bitumen utilized in the work during the under consideration}$   
 $V_b$  = 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 prevailed during the period under consideration as fixed by IOCL/BPCL/HPCL.  
 $B_o$  = Base price of Bitumen prevailing as on the last date of submission of tender including extension, if any.

**d) Adjustment towards different 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 India 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.

$$V_i = 0.85 \times P_i / 100 \times R \times (F_i - F_0) / F_0$$

$V_i$  = 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.

$F_i$  = 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.

$F_0$  = 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.

| Sl 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%<br>*Other material – 25%         |
|        |                                   | Sewer Line                     | 10                      | -        | Pipe – 70%<br>*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.)

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

$$V1 = \frac{0.75 \times P1 \times R \times (1 - I0)}{100 \times I0}$$

V1= 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.

I0 = The minimum wages for labour as prevailed during the quarter under consideration in which the tender was opened.

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

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:

$$K1 = \frac{0.75 \times K2 \times R \times (D2 - D1)}{100 \times D1}$$

K1= 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.

D1= Average Price per liter of diesel oil which was fixed by the Government of India during the quarter in which the tender was opened.

D2= 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's Supply Departmental

| Category of works                             | Contractor's Supply. |          |          | Departmental Supply of materials. |
|-----------------------------------------------|----------------------|----------|----------|-----------------------------------|
|                                               | % Materials          | % Labour | % P.O.L. |                                   |
| <b>Irrigation works</b>                       |                      |          |          |                                   |
| a) Structural works: -                        | 20%                  | 30%      | 5%       | 45%                               |
| b) Earthwork, canal work Embankment work etc. | 20%                  | 60%      | 5%       | 15%                               |
| <b>(R&amp;B) Works</b>                        |                      |          |          |                                   |
| 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 thereof 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 of fully such structures, if found defective in their opinion. Any eventually such as loss of lives or property due to failure of centering and shuttering shall be the responsibility of the Contractor regarding compensation of all claims thereof.
47. Cement Concrete should be machine mixed by weight by means of concrete mixture/batching plant confirming 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. 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.

56. 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 Kankadahad. 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 Kankadahad in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.

57. The contractors are required to furnish evidence of ownership of principal machineries/equipments in Schedule-C.

58. 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.

59. 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.

60. 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.

61. CGST & SGST Tax w.e.f 1 July 2017 on the gross amount of the bill will be deducted from the contractor's bill.

62. 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.

63. No extra payment will be made for removing spreading and consolidating salvaged metals and materials.

64. 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 Department.
- 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 Kankadahad and all other officials will remain present.
65. **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.
66. 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.
67. Engineering personnel of the executing agency should be present at work site at the time of visit of High-level Inspecting officers.
68. 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%).
69. 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.
70. It should be understood clearly that no claims whatsoever would be entertained.
71. 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.
72. The Contractor will have to submit to the Block Development Officer, **Kankadahad** monthly return of labour both skilled and unskilled employed by him on the work.
73. 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.
74. 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.
75. 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).
76. 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.

77. 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.
78. 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 Central Research Laboratory Cuttack at the cost of the Contractor with no extra cost to the Department.
79. 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.
80. 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.
81. 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.
82. 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.
83. 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.
84. **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.
85. 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.
86. 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.
87. 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.
88. 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 Kankadahad 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 Kankadahad is final and binding on the contractor.

89. 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.
90. 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.
91. 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.
92. 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).
93. 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.
94. 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.
95. 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 Kankadahad 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.
96. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
97. 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.
98. 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.
99. 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.

100. **Gradation of ingredients:** The coarse and fine aggregate shall meet the grade requirement as per the latest provision of relevant IS. Code / I.R.C. code / MoRT&H specifications.
101. 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 Block 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 Department. The order Book shall be the property of the Block and shall not be removed from the site of work without written permission of the Block Development Officer and to be submitted to the Engineer-in-charge every month.
102. No part of the contract shall be sublet without written permission of the Block Development Officer Kankadahad or transfer is made by power of Attorney authorising others to receive payment on the contractor's behalf.
103. 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.
104. The rates quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrow areas; land, approach road to the building site etc. are the responsibility of the contractor.
105. 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.
106. The contractor shall make requisition of claim book from the date of commencement of the work from the Department and shall maintain in proper form with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorized agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days of each month for orders of the Engineer-in-Charge or competent authority. Claims not made in this manner or the claim book not maintained from the commencement of the work is liable to be summarily rejected. The claim book is the property of the D.R.D.A and shall be surrendered by the contractor to the Engineer-in charge after completion of the work or before recession of the contract by the Department whichever is earlier for record.
107. Number of tests as specified in I.R.C. / MORT&H / I.S.I specification required for the construction of roads / bridges / buildings or any other structural works will be conducted in any Govt. Test House / Departmental laboratories/reputed material testing laboratory as to be decided by the Engineer-in- charge. Testing charges including expenditure for collection / transportation of samples /specimens etc. will be borne by the contractor. The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor.
108. In case the 1st lowest tenderer or even the next lowest tenderers withdraw in series one by one, thereby facilitating a particular tender for award, then they shall be penalized with adequate disincentives with forfeiture of EMD unless adequate justification for such back out is furnished. Appropriate action for black listing the tenderers shall also be taken apart from disincentivizing the tenderer.
109. Condition for issue of plant & machinery to contractor on hire: - Tools & plants will be issued to the contractor only if it is desirable in the interest of Govt. works and if these can be spared without inconvenience to the Department. The Sanction of the Block Development Officer Kankadahad shall be necessary in each case. The contractor shall arrange his programme of work according to the availability of the plant & machinery & no claim will be entertained for any delay in supply by the Department.

An agreement shall be entered in to by the contractor to the effect that these hire charges are recoverable from the bills of the contractor regularly and the final payment for the work including refund of security deposit will not be made until the total amount due to the Government on account of hire of machinery etc. is recoverable in full. Full amount of hire charges due from the contractor at any contract at any time shall be recovered from his next subsequent bill. All transit and incidental charges in connection with the despatch of

tools and plants and machineries from workshop shed! deposit return there to, will be borne by the contractor. The hire charge shall be recovered at the prescribed rates from and inclusive of the date, the plant and machinery is made over up to and inclusive of the date of its return, even though the same day it may not have been utilized for any reason except for a major break down which may take more than 72 hours for repairs. The contractor shall immediately intimate in writing to the Engineer-in-charge when any plant or machinery goes out of order requiring major repairs. The hire charges are for clock hours. In case of tar boilers, hot mix plant and any other machinery requiring similar preparation the working hour will include the time required to make up the boiler temperature and bring plant to the operating conditions before the actual start of work. The machine will work in shifts of 8 hours each. Extra charges towards overtime wages of any of the operating and maintenance staff will be leviable. These charges will be fixed by the Engineer-in-charge from time to time. In no case, the tools and plants shall be operated beyond 8 hours in any shift without prior written permission of the Engineer-in-charge. The contractor shall release the plant and machinery as and when required for periodical servicing and maintenance. He shall also provide for any labour and water source for washing the plants. In the case of Concrete mixtures, payers and similar such type of equipments, the contractor shall arrange to get the hopper cleaned and the drums etc. washed at the close of work each day. The plant and machinery once issued to a contractor shall not be returned by him on account of lack of arrangement of labour and material etc. on his part. The same will be returned only when they do not require or when in the option of Engineer-in-charge the work or a portion of work for which issued is completed. The tools and plants shall while in transit and in the custody of contractor be at his sole risk and responsibility for damages and! or loss except fair wear and tear. The damage or loss as assessed by Engineer-in-charge shall be made good by the contractor. In the event of a disagreement as to the extent of damage or the value of article lost, the decision of Block Development Officer Kankadahad shall be final. The contractor shall on or before the supply of plant and machinery sign an agreement in indemnifying the Govt. against loss or damage to the machine. The Contractor shall also be responsible for any claim for compensation for loss of life, injury or damages to property etc. arising from any cause whatsoever. The contractor shall provide full time chowkidar for guarding the plant and machinery at site. If the articles are not returned within the date originally specified or extended by the Engineer-in-charge, in addition to the normal hire charge, a surcharge equal to 10% of the hire charges will be levied for the period that the machinery is not returned. Such period will be treated as working time. In the event of the non-return of the machinery, the full value of the articles at the current market price will be recovered from the contractors outstanding bills or any bills that may become due in respect of his other work under the Block Development Officer Kankadahad. The decision of the Block Development Officer shall be final in case of dispute.

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

**AGREEMENT FOR LOANS OF GOVERNMENT TOOLS & PLANTS: -**

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

And where as Government has agreed to let in hire the tools and plants to the hirer on the terms and conditions here in after mentioned. Now it is here by and between the parties here to as follows: -

(a) In consideration of agreement that hire charges be recovered from their bill for work executed on which this machinery will be used or any other than standing in the names of contractors in the book of the Department or any other Government Department. The Govt. agrees to let the hirer tools and plants for the period to be computed from the date of delivery of the tools and plant to the hirer at the Block Development Officer Kankadahad.

(b) The rate of hire charges will be as mentioned in the schedule attached.

(c) The hirer shall not transfer, assign or sublet or in any way part with the tools and plants or any part thereof without the previous written approval of the Engineer-in-charge.

(d) On the expiry of the period of the hire, the hirer shall return the tools and plants to the Block Development Officer. & workshop / store at **Kankadahad** in the same good condition in which they were received by him.

(e) In the event of the tools and plants not being returned on the expiry of the above-mentioned period, the hirer shall without prejudice and any other liability pay to the Government on account equivalent to the rate of hire specified for the working period and an increase of ten percent.

(f) The tools and plants shall be open for inspection at all times to the officers of the Government.

(g) The hirer shall not operate the tools and plants so hired for more than one shift / two shifts of 8 hours each per day without the prior sanction of the Engineer-in-charge. If the hirer operates the tools and plants beyond the aforesaid limit without the prior sanction of the Assistant Engineer, he shall pay to Government additional hire charges as well as over time charges for staff for such excess operation at the rate approved by the Engineer-in-charge from time to time.

(h) In case of breakdown, repairable at the site within a period of three days hire charges as specified in the schedule will be levied except in case of major repairs.

(i) Normally the tools and plants will be supplied with operating staff.

(j) The hirer shall be responsible for any claims for compensation for loss of life, injury or damage to property etc. arising due to any causes what-so-ever during the period of the machinery is in his charge.

(k) All municipal or other dues and taxes payable on account of the use or operation of the tools and plants for the period of hire shall be defrayed by the hirer.

(l) The hirer shall make good any loss or damages arising out of causes other than fair wear and tear to the tools and plants during the period of hire. The cost recoverable from the hirer shall be the full replacement value as determined by the Engineer-in-charge. In the event of any loss or damage not being made good by the hirer to the satisfaction of the said Engineer-in-charge the office shall be at liberty to make good himself such loss or damage and recover the cost thereof from the hirer. The hirer shall pay to the Engineer-in-charge such an amount as shall be necessary to make good the loss or damage failing which the same will be recovered from his dues as in case of hire charges.

(m) On the breach of any terms or conditions of this agreement by the hirer the Engineer-in-charge shall be entitled to demand the return of tools and plants and the hirer shall return the tools and plants within 72 hours from the date of receipt of such order in writing. In case of failure on the part of the hirer to comply with such order he shall be liable to pay such penalty as may be imposed by the Engineer-in-charge for the period the tools and plant are detained provided that the maximum penalty shall not exceed the cost replacement of the tools and plants.

(n) In case of any disputes between the hirer and the Government, the decision of the Collector & District Magistrate will be final.

(o) This agreement shall be operated by the Engineer-in-charge on behalf of the Government and the term Engineer-in-charge shall include all officers duly authorised by him to exercise powers on his behalf.

**THE SCHEDULE: -**

| Serial No. | Description and name of the articles. | No. | Amount of hire per hour | Remarks. |
|------------|---------------------------------------|-----|-------------------------|----------|
|            |                                       |     |                         |          |

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

Signed by:

1.

2.

Signed sealed and delivered in the presence of

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

a. Required E.M.D as per the DTCN Clause No. 23. & NIT Co. – 6. The original money receipt as evidence as to purchase of bid as per NIT Col.- 7

(c) Copy of valid Registration Certificate, GSTIN, PAN card along with the tender documents and furnish the Original Registration certificate and Pan card, for verification **within 3 (three) working days** after opening of bid of the tender at Block Development Officer Kankadahad, as per NIT Clause No. 8 & DTCN Clause No.24.

(d.) Information regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **schedule "E"** and affidavit to that effect including authentication of tender documents in **schedule "F" (Original)** as per DTCN clause 52.

(e) License criteria as per Clause No.1 & NIT Col.- 04

(g) Bidder can submit one tender paper for a particular work. Submission of more than one tender paper by a bidder for a particular tender will be liable for rejection of all such tender papers.

#### **111. AMMENDMENT TO THE CONDITION OF F2 CONTRACT (P1 Contract)**

##### **Clause-2(a) of F2 Contract: -TIME CONTROL: 2.1**

##### **Progress of work and Re-scheduling programme.**

2.1.1. The Block Development Officer / 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.

2.1.1 (A) Amendment to para – 3.5.4 of OPWD code Vol-I by inclusion.

If the L-1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. In that case, the L-2 bidder, if fulfils other required criteria, would be called for drawing agreement for execution of work subject to condition that the L-2 bidder negotiates at par with the rate quoted by the L-1 bidder, otherwise the tender will be cancelled. In case a contractor is black listed, it will be widely published and intimated to all departments of Government and also to Govt. of India agency working in the state.

2.1.2. Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme commensurate to Clause no.3 showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.

2.1.3. To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, 1/4th of the whole time allowed under the contract has elapsed, 1/2 of the whole of the work before 3/4th of the whole time allowed under the contract has elapsed, 3/4th of the whole of the work before 3/4th of the whole time allowed under the contract has elapsed.

2.1.4. If at any time it should appear to the Engineer-in-Charge that the actual process of the work does not conform to the programme to which consent has been given the Contractor shall produce, at the request of the Engineer-in-Charge, a revised programme showing the modifications to such programme necessary to ensure completion of the works within the time for completion. If the contractor does not submit an updated Programme within this period, the Engineer-in-Charge may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

2.1.5. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

2.1.6. The Engineer-in-Charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer-in-Charge again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

#### **2.2. Extension of the Completion Date**

2.2.1. The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the Engineer-in-Charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy

available in law, be at liberty to forfeit the earnest money & performance guarantee! Security deposit absolutely.

2.2.2. As soon as possible after the Agreement is executed, the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.

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

ii) Force measure, or

iii) Abnormally bad weather, or

iv) Serious loss or damage by fire, or

v) Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or. vi) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.

vii) In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or

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

2.2.4. Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

2.2.5. In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

### 2.3. Compensation for Delay

2.3.1. If the contractor fails to maintain the required progress in terms of clause 2 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 Block Development Officer (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause 2 or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified. Compensation @ 1.5% per month of for delay of work, delay to be completed on per Day basis. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work or to the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in contract data, or the rescheduled milestone(s) in terms of Clause 2.5. the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest whatsoever shall be payable on such withheld amount.

#### **24. Modification as per Works Department office Memorandum No. 5288 dtd.04.05.2016.**

##### **2.5. Management Meetings**

2.5.1. Either the Engineer or the Contractor may require the other to attend a management meeting. The business of management meetings shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

2.5.2. The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

**Clause-2 (b) of Item Rate F2 Agreement: - Rescission of Contract (Amendment as per letter No.10639 dt 27.05.2005 of Works Department, Orissa): -**

To rescine the contract (of which rescission notice in writing to the contractor under the hand of the Block Development Officer Kankadahad shall be conclusive evidence), 20% of the value of left-over work will be realized from the contractor as penalty.

**Clause-31(a)(ii) of Item Rate F2 Agreement: - Codal/contractual provisions for payment of differential cost of Steel, Cement & bitumen. (Amendment as per letter No.5608 dt 3.4.07 of Works Department, Orissa): -**

Where original contract period is one year and above, increase/decrease of cost of Steel, Cement & Bitumen are to be paid/recovered. Payments in case of increase are to be made with prior approval of Government when the total claim is more than Rs.50,000/- and with prior approval of the Collector & District Magistrate (as the case may be) when the claim is up to Rs.50,000/-. Recovery in case of decrease shall be made by concerned Block Development Officer from the contractor immediately.

The cost shall be determined as follows: -

|         |       |                                                                         |
|---------|-------|-------------------------------------------------------------------------|
| Steel   | ..... | Rate as fixed by Steel Authority of India Ltd. (SAIL)                   |
| Cement  | ..... | Average factory price of three manufacturer of cement inside the state. |
| Bitumen | ..... | Rate as fixed by Indian Oil Corporation (IOC).                          |

##### **Clause – 31(a)(iii) of F2 Contract: -**

Where original period of contract is more than six months & below one-year increase/decrease of cost of Steel, Cement & Bitumen are to be paid/ recovered. Payments in case of increase are to be made with prior approval of Government when the total claim is more than Rs.50,000/- and with prior approval of the Collector & District Magistrate (as the case may be) when the claim is up to Rs.50,000/- subject to the fulfillment of the conditions mentioned below: -

(i) Cost shall be determined as follows: -

|         |       |                                                                         |
|---------|-------|-------------------------------------------------------------------------|
| Steel   | ..... | Rate as fixed by Steel Authority of India Ltd. (SAIL)                   |
| Cement  | ..... | Average factory price of three manufacturer of cement inside the state. |
| Bitumen | ..... | Rate as fixed by Indian Oil Corporation (IOC).                          |

- (i) Cost of the project should be more than Rs.50.00Lakhs. However, the differential cost on such materials may be paid to the contractors after deducting the hike percentage amount in the tender for those materials from the calculated amount of differential cost.
- (ii) Contractors have to submit the vouchers showing procurement from an authorized dealer for the said work within 28days before utilization of Steel, Cement & Bitumen.
- (iii) Differential cost will be allowed only for the original agreement period; but not for the extended

period even though it might have been validly extended.

- (iv) Differential cost will be allowed only after successful completion of the work as per the approved work programme.
- (v) Stipulations contained in existing Clause 31(f).

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

**Clause-31(e) of F2 Contract: -**

Vide Works Department letter No.21369 Dt.25.9.91, the reimbursement/refund on variation in price of materials (except steel, cement & bitumen which will be governed as per Clause-31a-ii & a-iii), labour and P.O.L. as per sub clauses (a-i), (b) and (c) respectively of this Clause-31 shall be applicable in the following manner: "In terms of the aforesaid escalation clause, where the period for completion of the work as stipulated in the agreement is less than one year, no escalation is admissible. In case of work where the stipulated period of completion is one year and more, escalation on account of price variation would be admissible only for the remaining period after excluding the first one-year period thereof provided the work has been carried out by the contractor in terms of the relevant provision of the agreement. In the situation, where the period of completion is 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 for the remaining period after excluding the first one-year period there from.

**112.** The tenderers are required to go through each clause of P.W.D. Form F-2 carefully in addition to the clauses mentioned here in before tendering.

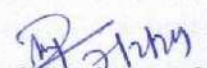
**113.** As the work under Non Plan, the work has to be completed in the stipulated period of completion. No time extension ordinarily be sanctioned, as the fund for the work shall not spill over to next financial year payment shall not be possible after 31.03.2009.

**114. SPECIAL CONDITIONS: -**

- a. The contractors / Firms shall be responsible for the defect liability period for 12 (Twelve) months from the date of completion of the project.
- b. The Agency has most had to arrange the Plant, Machineries / Equipments that are required for execution of the work.

**115.** Labor Cess @ 1 % on the Construction Cost will be deducted from the contractor's Bill as per the letter No. 28809 (50) dtd.15.07.2009 and Govt. Works Department, Odisha, Bhubaneswar letter No. 5310 dtd.02.05.2009 and letter No. 5140 dtd.28.04.2009.

**Total: - 116 (One hundred Sixteen) Nos clauses only**

  
Block Development Officer  
Kankadahad  
KANKADAHAD

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

|     | Particulars                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Reference to Clause No | Whether furnished |  | Reference to page No |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-------------------|--|----------------------|
|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                        |                   |  |                      |
| 1   | Cost of tender paper Rs.6000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                        |                   |  |                      |
| 2   | Earnest Money Deposit (EMD) 1 % as annexed in Col.No-7                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                        |                   |  |                      |
| 3   | Additional performance Security in case the bid price/rate is less than the estimate cost put to Tender.                                                                                                                                                                                                                                                                                                                                                                                                                    |                        |                   |  |                      |
| 4   | Copy of valid Registration Certificate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                        |                   |  |                      |
| 5   | Copy of GST Registration Number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                        |                   |  |                      |
| 6   | Copy of PAN Card                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                        |                   |  |                      |
| 7   | No Relationship Certificate IN Schedule-A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                        |                   |  |                      |
| 8   | Information regarding current litigation debarring / expelling of the tender or abandonment of the work by the tender (Schedule-E)                                                                                                                                                                                                                                                                                                                                                                                          |                        |                   |  |                      |
| (A) | Affidavit (Schedule-F)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                        |                   |  |                      |
| 9   | Tools & Plants and machineries as per the requirement in Schedule-C (Minimum 80% marks to be obtained) (Proof of ownership of tools & plants and machineries are to be furnished in shape of copy of invoice /required sale deed in case of 2 <sup>nd</sup> purchase /required lease deed with ownership documents of the leaser duly attested.in case of centering & shuttering material certificate of the block Development Officer of Work Department within 90 days of last date of receipt of tender is also allowed. |                        |                   |  |                      |
|     | List of Plants and equipment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Requirement            |                   |  |                      |
| I   | Cement Concrete Mixture-01                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                        |                   |  |                      |
| Ii  | Water Tanker-01                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                        |                   |  |                      |
| Iii | Plate Vibrator-02                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                        |                   |  |                      |
| Iv  | Needle Vibrator-02                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                        |                   |  |                      |
| V   | Truck/Tipper-01                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                        |                   |  |                      |
| Vi  | Generator 33 KVA-01                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                        |                   |  |                      |
| Vii | Shuttering/Centering Materials-200 sqm                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                        |                   |  |                      |

Signature of the bidder

**Tenderers are required to submit the information in the following Schedules**

**CERTIFICATE OF NO RELATIONSHIP**

**SCHEDULE-A**

I / We hereby certify that I/We\* am/are\* **related / not related (\*)** to any officer of the Panchayat Samit Office of the rank of Assistant Engineer & above and any officer of the rank of Assistant / Under Secretary and above of the Works Department, Govt. of 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 me / our tender liable for rejection.

(\*) - Strike out which is not applicable

Signature of the Tenderer

Date: .

**CERTIFICATE OF LIST OF WORKS IN HAND**

**SCHEDULE-B**

I/We do hereby certify that at present the following works are in my/our hand.

| Sl. No. | Particulars of work now in hand | Amount of each work | Period in which the work is stipulated to be completed (in month) | Approximate value of work done in each project till the date of submission of tender | Department under which the work is being taken up. |
|---------|---------------------------------|---------------------|-------------------------------------------------------------------|--------------------------------------------------------------------------------------|----------------------------------------------------|
| 1       | 2                               | 3                   | 4                                                                 | 5                                                                                    | 6                                                  |
|         |                                 |                     |                                                                   |                                                                                      |                                                    |
|         |                                 |                     |                                                                   |                                                                                      |                                                    |

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

Signature of the Tenderer

Date:

**LIST OF PLANT AND EQUIPMENTS TO BE DEPLOYED ON THE CONTACT WORK  
(MINIMUM REQUIREMENT)**

| Sl. No. | List of plants and equipments | Requirement | Mark |
|---------|-------------------------------|-------------|------|
| 01      | Cement Concrete Mixture       | 01          | 20   |
| 02      | Water Tanker                  | 01          | 10   |
| 03      | Plate Vibrator                | 02          | 10   |
| 04      | Needle Vibrator               | 02          | 10   |
| 05      | Truck/ Tipper                 | 01          | 20   |
| 06      | Generator 33 KVA              | 01          | 10   |
| 07      | Shuttering material           | 200 sqm.    | 20   |

Pass Mark: 80 Mark

**NOTE:**

- Capacity of each plant and equipment should be as per specification attached separately.
- 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.
- The equipment mentioned above must be included in Schedule "C" and clearly indicated as "Owned/leased."
- The above list is mandatory. All other machinery/equipments as will be required for satisfactory completion of the work shall have to be deployed by the agency.
- For deploying additional sophisticated machinery by the agency for completion of the work, no claim shall be entertained.....

**SCHEDULE-" E"**

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

- |       |                                                                                                                              |         |
|-------|------------------------------------------------------------------------------------------------------------------------------|---------|
| 1. a) | Is the tenderer currently involved in any litigation relating to the works.                                                  | Yes/ No |
| b)    | If yes: give details:                                                                                                        |         |
| 2. a) | Has the tenderer or any of its constituent partners been debarred/ expelled by any agency in India during the last 5 years.  | Yes/ No |
| 3. a) | Has the tenderer or any of its constituent partners failed to perform on any contract work in India during the last 5 years. | Yes/ No |
| b)    | If yes, give details:                                                                                                        |         |

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

**Signature**

**SCHEDULE —F**

**AFFIDAVIT**

**(To be submitted in original)**

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither my/our firm/Company/ Individuals \_\_\_\_\_ nor any of its constituent partners have abandoned any road! Bridge/irrigation/ Buildings or other project work in India nor any contract awarded to us for such works have been rescinded during the last five years prior to the date of this bid.
3. The undersigned hereby authorized and request (s) any bank, person, firm or Corporation to furnish pertinent information as deemed necessary and as requested by the Department to verify this statement or regarding my (our) competency and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the Department.

(Signature of Tenderer)

Title of Officer

Name of Firm

Date:

/

Total: - (26) pages only.

**APPROVED for (26) pages only**

Block Development Officer  
Kankadahad