

## OFFICE OF THE PANCHAYAT SAMITI, TANGI

DIST:-KHORDHA,PIN-752023

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

### INVITATIONS FOR BIDS (IFB)

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(As the work is time bound and there is no chance of spill over of funds to next year, ordinarily no time extension shall be granted other than exceptional condition like natural calamities (Flood, cyclone etc) and of serious nature. The bidders expecting time extension on ordinary grounds need not apply.)

Sealed **percentage rate** bids are invited in **single cover system** from "D" & "C" Class and **above** contractors registered with the State Governments and contractors of equivalent Grade / class registered with Central Government / MES / Railways having registration for Civil works on production of definite proof from the appropriate authority in prescribed form to be eventually drawn in P.W.D. **FORM P-1** for the work "MAJOR REPAIR WORK OF KHETRABASI ACADEMY AT NIRAKARPUR,TANGI". The adopted format for percentage rate is same as that of the form adopted for **item rate** tenders but the word "**Item rate**" shall be replaced by "**Percentage rate**" and the contract will be named as **P-1**.

This tender is on turnkey basis and only tenderers with sound financial background capable of investing required amount for advance procurement of all materials required for the work need apply. Department shall not supply any material at all for the work.

- a. This detailed Tender Call Notice along with the clauses mentioned herein shall form a part of the contract / agreement.

### PURCHASE OF BID DOCUMENTS

1. Non-transferable bid documents will be available in the office of Office of the Panchayat Samiti, Tangi **from 23.11.2021 to 06.12.2021 on 5.00 PM.**
2. The Bid documents as described at Clause-2 above shall be purchased from the office of Panchayat Samiti, Tangi by paying the cash of Rs.6,000/-.
3. The tender is to be submitted in single cover supported with EMD ,signed DTCN, attested photo copies of registration certificate, PAN card, valid GST clearance certificate, certificates in DTCN duly filled in and any other documents required as per the relevant clauses of this DTCN along with the price bid for the Civil work duly quoting the Percentage Rate at specified position.

### OPENING OF BID DOCUMENTS

4. The tender will be opened by the Tender Committee in the office of the Block Development Officer,Tangi at **4.00 PM** on dt. **07.12.2021** in the presence of the tenderers or their duly authorised representatives who wish to attend and the opening of Financial Bids will be declared after verification of the technical bids. If any of the date of sale, receipt or opening will be declared as Government Holidays, then the next working day shall be considered for sale of tender paper, receipt and opening respectively at the same time and venue

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Signature of Tenderer

9

Block Development Officer, Tangi

5. The financial instruments like Bid cost and Bid security will be retained in the office of the tender inviting authority and the E.M.D. of unsuccessful bidders will be refunded from the office of the Block Development Officer, Tangi only after drawal of the agreement for the tendered work.
6. The Bidders are required to produce original documents like (i) Contractor Registration Certificate (ii) Valid GST Clearance Certificate, (iii) PAN Card, (iv) evidence of owner ship proof of machineries and plants mentioned at Annexure-2 of schedule-C, Joint Venture agreement and required affidavit in case of hire/lease,(v) affidavit in respect of Schedule-F and any other documents as per relevant clauses of D.T.C.N. at the time of opening of the technical Bid for verification in the office of the tender inviting authority.
7. Throughout these documents, the term 'Bid' and 'Tender' and their derivatives (bidder / tenderer, bid / tender, bidding / tendering, etc.) are synonymous.
8. Before the dateline for submission of bids, the tender inviting authority may modify the bidding documents by issuing corrigendum.
9. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the tender inviting authority shall extend, as necessary, the dateline for submission of bids.
10. The Bid comprising of documents must be **delivered by the tenderer upto 3.00 P.M. of 07.12.2021 in the tender box** kept in the office of the under signed or through Registered Post/Speed Post only over which the detailed Tender Notice No. & Date is written. The authority will not be held responsible for any type of Postal delay in delivering of the bid documents or non receipt of the same.
11. If one tenderer submits more than one bid , then all his / her bids for that work will be rejected.

#### **EARNEST MONEY DEPOSIT / BID SECURITY-**

12. The Technical bid must be accompanied with financial instrument towards bid security @1% (one percent) of the estimated cost put to tender and rounded to the nearest hundred rupees. This bid security should be in shape of N.S.C./K.V.P./Postal Savings Bank Accounts/Post Office Term Deposit Account/TDR of any Nationalised Bank duly pledged in favour of the **Block Development Officer, Panchayat Samiti, Tangi, payable at Tangi,** as per the terms and condition laid down in O.G.F.R. and **in no other form.** The E.M.D. so deposited by the participating contractor / firm / company should exhibit evidence to the effect that the EMD amount belongs to the firm/company. Bidders desirous to hire machineries or equipments from out side the State are required to furnish 2% (two percent) of the amount put to tender, in the same shape as above and as per the above terms and conditions. Tenders received without EMD as specified above shall be summarily rejected. Request for transfer of EMD from any other work to the tendered work will not be entertained. However, the bidder claiming for exemption of EMD amount must submit application separately in Cover-I for such purpose along with the documentary proof for his such cause.

The term EMD, ISD and APS should not be confused with each other. These have their distinctness as regards to their meaning and necessity.

a) **EMD (Earnest Money Deposit)** amount is equal to (i) 1% of the value put to tender and is to be furnished by the tenderer in the Cover-I (Technical Bids) in the shape and manner as clearly depicted above.

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Signature of Tenderer

10 Block Development Officer, Tangi

Again EMD amount is equal to (ii) 2% of the value put to tender and is to be furnished by the tenderer in Cover in shape and manner depicted above only in the event of hiring machinery / equipments by the tenderer from outside the State. In other words in such instant case when the tenderer plans to engage machineries and equipments as asked for in the **Annexure** of this DTCN, whether owned or hired but deployed outside the state then he / she is required to furnish additional 1% EMD.

b) **ISD (Initial Security Deposit)** value is 2% of the accepted tender amount i.e. "contract price" and is to be deposited by the contractor before drawal / signing of the agreement in the shape and manner as detailed of the DTCN. This amount at 2% of the contract price will naturally exclude the amount of 1% already deposited towards hiring of machineries / equipments from outside the State if any, at the time of furnishing bid documents in Cover-I. The ISD amount including the above stated 1% additional bid security shall stand forfeited in case the contractor fails to mobilise the machineries within 30 days from the date of execution of agreement.

c) **APS (Additional Performance Security)** which is distinct in its meaning is explained in terms of its amount and manner of deposit in favour of Block Development Officer, Tangi before drawal of agreement only as detailed in **this DTCN**.

### **FACTORS TO BE CONSIDERED WHILE BIDDING**

13. All the bidders must note that the earlier **F2 Agreement Form** has been rechristened by the name **P1 Agreement Form** and this new version of the agreement form will be used and referred for all purposes in case of percentage rate tender.
14. The work is to be completed in all respects within **03 (Three)** calendar months as mentioned in the DTCN.
15. The tenderer should furnish along with their tender a list of works executed during the last five years duly certified by the concerned Engineer-in-Charge indicating the satisfactory completion for Civil works as per the proforma enclosed in a separate sheet of **Annexure**.
16. The Bidders are required to furnish evidence of its ownership of principal machineries / equipments mentioned in **Annexure-I** failing which the tender may be liable for rejection subject to final decision of the Tender Committee.
17. The bidder intending to hire / lease machineries & equipments is required to produce for verification the original documents in proof of ownership from the company / person providing such machineries. The original agreement or lease-deed between the tenderer and the agency intending to give him/her machineries on hire / lease should also be furnished clearly stating therein the duration of such agreement. The duration of the lease-deed should be on long-term basis for a minimum period of 15 months from the last date of receipt of bid documents or at least up to the completion period of the tendered work.
18. An applicant or any of its constituent partners whose contract for any work has been rescinded or who has abandoned any work in the last five years, prior to the date of inviting the present bid, shall be debarred from qualification. The tenderer is required to furnish an **affidavit** in original along with other documents under Cover at the time of submission of tender papers about the **Authentication of Tender Documents** including **E.M.D.** to this effect is to be furnished separately as per format in **Annexure-IV** of this DTCN. Non-furnishing of the information in **Annexure-V** and required affidavit in **Annexure-IV** of the DTCN, will render the bid for rejection.

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11

Block Development Officer, Tangi

19. The bidder / tenderer should fill in the columns in **Annexure-II & III** mentioned in this DTCN or may furnish the information called for therein in the above Schedule separately if space is not sufficient .
20. The bidder shall furnish a certificate along with the tender documents to the effect that he / she is not related to any officer in the rank of an Assistant Engineer & above in the state Panchayatiraj Department or Assistant / Under Secretary & above in the Panchayatiraj Department. If the declaration of the contractor awarded with the work subsequently proved to be false, the contract will be rescinded. The earnest money & the total security will be forfeited & he/she shall be liable to make good the loss or damages resulting for such cancellation. The proforma for **No Relationship Certificate** is exhibited vide **Annexure-VI**.
21. i) When an individual makes the application for the tender, the individual should sign above his full type written name and current address.
- (ii) If the tender is put on behalf of any proprietary firm, it shall be signed by the proprietor above his full type written name and the full name of his firm with its current address.
- (iii) If the tender is put by a firm in partnership, it shall be signed by all the partners of the firm above their full type written names and current address or alternatively, by a partner holding power of attorney for the firm, a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application in Cover-I.
- (iv) If the application is made by a Private Limited Company or a Corporation, it shall be signed by the duly authorised person holding power of attorney for signing the application, in which case a certified copy of the power of attorney shall accompany the application. Such Limited company or corporation will be required to furnish satisfactory evidence of its existence along with the bid documents.
22. No tenderer will be permitted to submit his tender in his own manuscript papers. All information should be written in English and strictly in accordance with the provision as mentioned in the Tender Schedule. The tender containing extraneous conditions by any bidder not covered in the Tender Call Notice are liable for rejection. Any change in the wording by the tenderer will not be accepted. The name and signature of the applicant or his authorised representative should appear at the bottom of each page of the DTCN and BOQ etc. comprising the Bid documents and any other documents / papers.
23. The signature of the tenderer on the documents as envisaged in the concluding line of Clause-22 above should in view of the authority-inviting tender, fairly tally with his specimen signature contained in the contractor's Registration Certificate Book. And, in case of authorised representative / Power of Attorney holder, his signature in the legal document duly conferring on him the authority to act so, should in view of the above authority, tally with his signatures on all the above aforesaid documents. The authority inviting the tender reserves the right to reject the tender if he genuinely feels the difference in the two signatures of the tenderer / power of attorney holder as described above.
24. After evaluation of technical bids by the duly constituted Tender Committee, the responsive / qualified bidders will only be intimated for negotiation/acceptance of the tender.
25. To be **eligible for qualification**, applicants shall furnish the followings.
- a. Required E.M.D as per the Clause No.-12.

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12

Block Development Officer, Tangi

- b. Information regarding evidence of ownership of principal machineries equipments in as per **Annexure-I** in this DTCN.
- c. Information regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **Annexure-V** and affidavit to that effect including authentication of tender documents and E.M.D. in **Annexure-IV**
- d. Annual turn over certificate from Chartered account for last five financial years forms with break up of civil works and total works each financial years.
- e. Similar nature of works executed not less than 40% of the estimated cost put to tender during any three financial years of last preceding five years.
- f. Valid registration certificate as on date of required class, up to date valid GST clearance certificate and PAN.
26. Even if qualifying criteria are met, the bidders can be disqualified for the following reasons, if enquired and convinced by the Department as to
- (a) Making a false statement or declaration.
  - (b) Past record of poor performance.
  - (c) Past record of abandoning the work half way/ recession of contract.
  - (d) Past record of in-ordinate delay in completion of the work.
  - (e) Past history of litigation.
27. In case of any discrepancy in printing or omissions of statutory specifications / clauses or any other part of this approved documents as in this DTCN during process of submission of the Bid documents, then the decision of the authority inviting the Bid / Tender will be binding on the tenderer.
28. The authority reserves the right to reject any or all the tenders received without assigning any reasons thereof what-so-ever.
29. In this case of percentage rate tenders, only percentage at par / excess / less of the total value put to tender for the whole work shall be written by the tenderer in Cover showing the total value put to tender.
- a) The tenderer must quote the percentage rate only.
  - b) The contractor will write percentage excess or less up to one decimal point only. If he / she write the percentage excess or less up to two or more decimal point, the first decimal point shall only be considered without rounding off.
30. While preparing the bills for this percentage rate tender work, each item of work will be evaluated at the estimated rate and the gross amount will be derived from there by adding each individual item value. Then the percentage excess or less as quoted by the contractor will be added or subtracted from that gross amount of the bill.
31. Tenders received within due date and time as in Clause-14.1 (ITB) will remain valid for a period of **90 (Ninety)** days from the last date of receipt of tenders. The validity of the tenders can be extended if agreed to by the tenderer.
32. Every tenderer is expected to inspect the site of the proposed work before quoting his percentage rate for the work. He should also inspect the quarries, approach roads to quarries and satisfy himself about the quality and availability of materials. In every case, the materials must comply with the relevant specifications. Complaints by the tenderers at a future date regarding wrong assessment as to the availability of materials at quarries will not be entertained.

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Signature of Tenderer

13

Block Development Officer, Tangi

33. i) 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, during office hours everyday except on Sundays and Public Holidays till last date of sale and receipt of tender papers. Interested bidders may obtain further information at the same address.
- (ii) The tenderer shall carefully study the tentative drawings and specifications applicable to the contract and all other documents, which will form a part of the agreement before tendering for the work. Complaint at a future date that plans and specifications have not been seen by the tenderer can not be entertained.
- (iii) These tentative drawings are subject to revision or modification during the execution as per actual necessity and test conducted. But, the tendered rate for the total work 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.
34. Tenderers are required to go through each clause of P.W.D. Form P1 carefully in addition to the clauses mentioned herein before tendering.
35. Only the Schedule of Quantities showing the items of work, its quantity, its rate as per Estimate and the total value of the items i.e. work are contained in Cover. It shall definitely be understood that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alteration or omissions, set forth in the conditions of the contract and such omissions, deductions, additions or alterations shall no way invalidate the contract.
36. The earnest money deposited by the tenderer will be retained and dealt with as per the terms and conditions of the O.P.W.D. code.
37. By admission of a tender for the work, a contractor 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 medical aid, labour and food stuff etc. and that rate 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 rate including labour and materials with taxes, octroi, other duties, lead, lifts, loading and unloading, freight for all materials and all other charges necessary for the completion of the work, to the entire satisfaction of the Engineer-in-Charge of the work and his authorised subordinates. After acceptance of the contract rate, Government will not pay any extra charges for any reason in case the contractor claims later on to have misjudged as regards to availability of materials, labour and other factors.
38. In case the 1<sup>st</sup> lowest tenderer or even the next lowest tenderers withdraw in series one by one, thereby facilitating a particular tenderer 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 blacklisting such tenderers shall also be taken apart from disincentivising the tenderer.

#### **DRAWAL OF AGREEMENT.**

40. (i) The bidder / tenderer whose bid has been accepted will be intimated by Regd. Letter by the Engineer-in-charge prior to expiry of the validity period. This letter (hereinafter and in

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14

Block Development Officer, Tangi

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 in the contract (here-in-after and in the contract called the "**Contract Price**").

The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (**Initial Security Deposit**) in shape of Fixed Deposit Receipt of any Nationalised Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Postal Office Time Deposit Account duly pledged in favour of the **Block Development Officer, Panchayat samiti, Tangi** and in no other form. The ISD shall be 2% of the value of the accepted tendered amount (excluding 1% deposited towards hiring of equipments/machineries from out side the State, if any) 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 Panchayat Samiti.

The security deposit together with the earnest money and the amount withheld according to the provision of P1 agreement shall be retained as security for the due fulfillment of this contract and additional performance security in accordance with the provisions of the agreement.

(ii) The successful bidder will sign the agreement in conformity with Standard P.W.D. Form P1 with latest amendments within 15 (Fifteen) days following the notification of award i.e. "**Letter of Acceptance**" by the Engineer-in-Charge.

(iii) 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.21-05-1997 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.

41. The Additional performance security shall be deposited by the successful bidder when the bid amount is less than the bid cost put to tender. In such an event, the bidders who have quoted less bid price/rates than the bid cost put to tender shall have to furnish the exact amount of differential cost i.e. bid cost put to tender-(minus)the quoted amount additional performance security in shape of Demand Draft/Term Deposit receipt pledged in favour of Block Development Officer, Tangi in the sealed envelope in absence of which the tender will be summarily be rejected.

If the contractor fails to complete the work, the amount so furnished as **APS** will be forfeited in addition to other penal clauses if imposed by any of the two concerned Block Development Officer.

42. The agreement will be drawn in P.W.D. P1 contract form and will constitute for civil works only. The contract for Civil portion shall be drawn and signed by **Block Development Officer , Panchayat Samiti, Tangi**, concerned.

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Signature of Tenderer

15

Block Development Officer, Tangi

### EXECUTION OF ITEMS.

43. Any deviation in execution will be dealt in as per relevant clauses of P1 Agreement and DTCN.
44. Similarly, extension of time if applied by the contractor will be dealt with by concerned Block Development Officer as per relevant clause of P1 agreement & DTCN / Code.
45. In case of necessity felt by the Block Development Officer regarding slow progress of work or otherwise, asking the contractor for a revised work programme and to remove the bottlenecks of any sort on the way to completion of the work.

### RESPONSIBILITIES & OBLIGATIONS OF THE CONTRACTOR

46. Under section 12 of contractors labour (Regulation and Abolition) Act. 1970, the contractor who undertakes execution of work through labour should produce valid license from licensing authorities of labour Department.
47. The contractor should be liable to fully indemnify the department for payment of compensation under Workman Compensation Act. VIII of 1923 on any account of the workman employed by the contractor and full amount of compensation paid will be recovered from the contractor.
48. Tenderers are required to abide by the fair wages clause as introduced by Govt. of Orissa, Works Department Letter No.-VIII-R 8/5225 Dtd.26.02.55 and No.IIM-56/628842(5) Dtd.27.09.61 as amended from time to time.
49. In case of any complaint by the labour working about the non payment or less payment of his wages as per latest minimum Wages Act, the Block development Officer will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the labour directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the Block development Officer is final and binding on the contractor in such cases.
50. If the tender value of the work exceeds Rs.2,50,000.00 (Rupees two lakhs and fifty thousand only), the contractor shall employ Graduate Engineers or Diploma holders as apprentice as decided / selected by the Department at his cost. The period of employment will commence within one month after the date of issue of work order and would last till the date, when 90% of the work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
51. Super class contractor shall employ under himself two Graduate Engineers and two Diploma holders belonging to the State of Orissa. Special class contractor shall employ under him one graduate Engineer and two Diploma Holder belonging to the state of Orissa. Like wise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Orissa. The contractor shall pay to the Engineering personnel monthly emoluments, which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Orissa. The Department may supply the names of such unemployed Graduate Engineers and Diploma Holders if requested 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,

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Signature of Tenderer

16

Block Development Officer, Tangi

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 he has supervised the work executed as per the bill. (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 **Annexure-VII** in this DTCN.

52. The contractor shall bear cost of various incidentals, sundries and contingencies in full necessitated in the work within the following or similar category.
- a. Rent, royalties and other charges of materials, octrai duty, all other taxes including sales tax, ferry, toils conveyance charge and other cost on account of land and building including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work, collection of materials, storage, housing of staff or other purposes as required will be borne by the contractor for the work. No contractor will however be liable to pay rent / revenue of Govt. for temporary occupation of land owned by Govt. at the site of the work.
  - b. Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein at the look out of the contractor to the satisfaction of the local health authorities.
  - c. Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work is to be arranged by the contractor at his cost.
  - d. Fees and duties levied by the Municipality, canal or water supply authorities are to be borne by the contractor.
  - e. The contractor at his cost will arrange suitable equipments and wearing apparatus for the labour engaged in risky operations.
  - f. Suitable fencing barriers, signals including paraffin and electric signal where necessary at works and approaches in order to protect the public and employees from accidents are the look out of contractor.
  - g. Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also become payable due to operation of the workers compensation act will be borne by the contractor.
  - h. The contractor has to arrange adequate lighting arrangement for the work wherever necessary at his own cost.
53. The contractor 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.
54. The contractor should arrange the materials like steel, cement, paint and bitumen etc. of approved quality and specification and get it tested in the departmental laboratory and approved by the Engineer-in-charge before use at his own cost for completion of the work within the time schedule. No extension of time will be granted on the application of the contractor due to delay in procurement of materials.
55. (a) The Department will have the right to supply any departmental materials to be used in the work at any time in the interest of work and the contractor shall use

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17

Block Development Officer, Tangi

such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rates inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.

- a) All the materials which are to be supplied from store will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required sizes in case of M.S. Rods or Tor steel / M.S. Angles, Tees and Joists etc. Cut pieces of steel more than one metre in length will be returned by the contractor at the stores issuing it without conveyance charges. TOR rods, plates and structural members will be supplied in the scale / unit of length and size available in the stock. For payment purpose, steel reinforcement shall be measured in length of different diameter, and the steel plates etc. in terms of size and specification as actually used in the work. 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).
  - b) The selected contractor may take delivery of the available departmental materials according to his need for the work as issued by the Sub-Divisional officer in-charge. The contractor shall make all arrangement for proper storages of materials and their watch and ward at his own cost and responsibility. Under any such plea of theft or so, if the contractor stops the work, he shall have to pay the full penalty as per relevant clause of P1 agreement.
  - c) The contractor will be responsible for the loss or damage of any departmental materials if issued / supplied during transit and in the execution of the work due to reasons what – so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
  - d) 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 liable for civil or criminal prosecution arising out of his contract. Besides, he will be liable to pay a penalty equivalent to five times of the price of such materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered from any sum that may become due to the contractor or from his security deposit or from the proceeds of sale thereof.
56. No payment will be made for benchmarks, level pillars, profiles and benching and levelling the ground where required.
57. After the work is completed, 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 be removed from the site and the premises should be left neat and clean. These should be taken care of while quoting the percentage rate for the complete work.
58. For diversion road or approach road, the contractor will have to make his own arrangement to make the same in private land if necessary for which agreement for such land by the side of C.D. works and the rental charges for such private land shall be borne by the contractor including its proper maintenance with lighting arrangements during the night time and signaling during day time and barricading etc. till the C.D. works are opened to the traffic. No extra amount will be paid to the contractor for the above rental charges etc. His rate in the tender shall include this arrangement, rental charges for the land and maintenance, lighting and removal of such temporary road crust from the private land to bring the land to its original condition etc. complete.

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18 Block Development Officer, Tangi

59. Form work including complete false work shall be designed by the Contractor without any extra cost to employer and the Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures, if found defective in their opinion. Any eventually such as loss of lives or property due to failure of centering and shuttering shall be the responsibility of the Contractor regarding compensation of all claims thereof.
60. Where the Department will feel it necessary, the Officer-in-Charge of the work shall issue a Site Order Book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in this book by the Officer-in-Charge with their dated signatures and duly noted by the contractor or his 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 preached to the contractor for following the instructions of the Department. The Site Order Book shall be the property of the Block, and shall not be removed from the site of work without written permission of the Engineer-in-charge.
61. The contractor shall properly co-ordinate with the execution of Electrical works and takes care of the safety of workers.
62. Engineering personnel of the executing agency should be present at work site at the time of visit of high level inspecting officers in the rank of Executive Engineer and above.
63. Income Tax at the prevailing rate / percentage calculated on the gross amount will be deducted from the contractor's bill.
64. Prevailing rate of GST on the gross amount of the bill will be deducted from the contractor's bill, where Agreement Value is one lakh and above.
65. The contractor is required to pay royalty to Govt. as fixed from time to time and produce such documents in support of their payment to the concerned Block Development Officer with their bills, failing which the amount towards royalties of different materials as utilized by the contractor in the work will be recovered from his bills and deposited in the revenue of concerned department.
66. **CESS @1% of the amount of estimated cost as per Tender Notification read with latest corrigendum if any will be proportionately deducted from the contractor bill at the time of making payment of each bill.**
67. Under no circumstances, interest is chargeable on the dues or additional dues if any payable to the contractor for the work.
68. Also, no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental. Damages if caused by fire or other causes to persons and structures etc., will have to be made good by the contractor at his own cost.
69. No part of the contract shall be sublet without written permission of the concerned **Block Development Officer** or transfer be made by power of Attorney authorizing others to receive payment on the contractor's behalf.
70. 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.
71. The quantity mentioned in the Schedule of Quantities can be increased or decreased to the extent of 10% for individual items subject to a financial implication of maximum 5% over the

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Signature of Tenderer

19

Block Development Officer, Tangi

estimated cost. If it exceeds the limit stated above, prior approval of competent authority is mandatory before making any payment.

#### **ARRANGEMENT OF T&P MATERIALS**

72. The contractor should at his own cost arrange necessary tools & plants and machineries etc. required for the efficient execution of work and must take into account its cost of conveyance, running charges etc. while quoting his single percentage rate for the whole work.
73. The machineries if available, with the department may be supplied on hire as per charges noted in the enclosed statement of the DTCN subject to execution of an agreement in advance with the Engineer-in-Charge.
74. In the event of any delay in the supply of Departmental road roller for unavoidable reasons, no extension of time will be granted to the contractor for this reason.

#### **MATERIALS AND THEIR TECHNICAL SPECIFICATIONS**

75. The contractor shall supply sample of all materials for testing and acceptance by the concerned Executive Engineer before their procurement for the work.
76. The coarse and fine aggregate shall satisfy the grade requirement as per the latest provision of relevant I.S. Code / I.R.C. code / M o R T & H specifications.
77. 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.
  - a. Besides, the firm / contractor shall install full-fledged field laboratory at work site for conducting required tests as per IRC / MoRT&H / ISI requirements at his own cost for providing sufficient opportunity for checking from time to time.
  - b. It should be clearly understood that the lapping of the bars when necessary are to be made by welding or bolts nuts as directed by the Engineer-in-charge.
  - c. Concrete cube test specimens 150mm × 150mm × 150mm in size (whether plain or reinforced concrete) for the testing shall be taken for each structural member by a representative of the contractor in the presence of a responsible officer of the rank not lower than that of an Assistant Executive Engineer or Sub-Divisional Officer. The contractor shall bear the cost so involved in testing. The test specimen of the concrete cube should be done in the Departmental Control and Research Laboratory at Cuttack or Bhubaneswar.

#### **78. SPECIAL CONDITIONS (PART OF THE CONTRACT)**

- a) All materials before they are being used in the items of works as per this Schedule of Quantities and also the finished items of work where tests are applicable shall have to be tested through the Engineer-in-Charge of the respective wing at appropriate Laboratories according to the relevant I.S. specifications of the materials and the said items of works and the cost of all such tests shall have to be borne by the contractor and the rates of the items of works should be inclusive of cost of such tests.

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Signature of Tenderer

20

Block Development Officer, Tangi

- b) The tests have to be planned and carried out such that the progress of work is not hampered.
- c) The tests are mandatory as per the prescribed frequencies and I.S. specifications. However, these are not exhaustive and the Engineer-in-Charge has the right to prescribed other required test if any as will be considered from time to time.
79. The K.B. bricks should be well burnt and of good qualities. The fly ash Bricks should be good qualities. The bricks should be approved by the Engineer-in-Charge before its use in the work and should conform to the minimum strength as per National Building Code. Vol.
80. All reinforced cement concrete work should conform to Odisha Detailed Standard specifications, IRC Code and Bridge code section I, II, III, IV and VII & latest design criteria for prestressed concrete bridges specifically for road and bridges issued by MORT & H, Govt. of India.
81. All reinforced cement should conform to Orissa Detailed Standard specification, and should be of proportion 1:2:4 or 1:1 ½:3 or M20 having a minimum compressive strength (in work test) 150Kg /200Kg Per Cm<sup>2</sup> in 15cm cubes at 28 days, after mixing and test conducted in accordance with IS 450 and IS 516 using 12mm size hard black crusher broken granite chips (20mm size not be exceed 25%).
82. All reinforced cement concrete works should be finished smooth. If plastering to any RCC structures like roof slab, columns, chajjas, fins, parapets, shelves etc. will be necessary because of poor workmanship on the part of the contractor, then the extra cost for that will not be paid to the contractor.
83. Cement Concrete should be machine mixed by weight by means of concrete mixture/ batching plant unless otherwise ordered in writing by the Executive Engineer, confirming to relevant grade and approved by the Engineer-in-Charge for all type of concrete works. The contractor should arrange his own concrete mixer, vibrator, pumps etc, for this purpose at his own cost. Departmental machinery may be utilized on payment of necessary hire charges as detailed in clause of recovery sheet if only requisitioned by the contractor.
84. Each Cement bag to be used in the work must weigh 50(fifty) Kg net and the Engineer-in-charge or his authorized representative shall have the right to test the weight & quality of cement from time to time.
85. The stack of road metal and gravel will be made in boxes of 1.5m × 1.5 M × 0.5M size and which will be measured as 1.5m × 1.5M × 0.44M i.e. 1 Cum. The soling stones will be suitably stacked & measured after deduction of voids @ 1/6 of volume or more depending upon the looseness of stacking, which would be determined on actual observation.
86. Measurement of earth work in road embankment will be done through section measurement after the earth is consolidated by rolling with hand or power road roller or sheep foot roller at optimum moisture condition and no extra payment will be made for the jungle clearance for taking earth from the borrow areas. Earthwork from cutting will be economically utilised in filling.
87. Any defects, shrinkage or other faults due to use of improper materials or workmanship etc. noticed within 12 (twelve) months from the completion of the work, are to be rectified and made good by the contractor at his own cost unless the Engineer records reasons & decides that they ought to be paid. Department may recover from the contractor the cost of making good the defects in work. The contractor is also required to maintain the building for 12 (twelve) months from the date of successful completion of the work.

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Signature of Tenderer

21

Block Development Officer, Tangi

88. i) The contractor shall have no claim what so ever for the extra quantity of work to be executed in view of above possible changes and payments is to be made as per clause 11 of the P1 contract.
- ii) Over and above these conditions, the terms and condition, rules and regulations and specifications as laid down in Orissa Detailed Standard Specification, Orissa PWD Code, Bridge code and MoRT&H specifications with latest revision amendment are also binding on the part of the contractor.
89. The depth of foundation indicated on the drawing are provisional but these may be altered if necessary in the light of the nature of strata encountered during soil test at field which must be taken in advance of actual execution of the foundation.
90. 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 contractor has to do dewatering by bailing out water from the foundation, pipe line trenches, septic tank / soak pits / sumps / manhole etc. either rain water or sub soil water if necessary within his quoted percentage rate.
91. No claim for carriage of water what-so-ever will be entertained.
92. Steel shuttering & centering along with suitable sheeting as required shall be used and these must be made leak-proof and water-tight.
93. The Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures if found defective and inadequate in their opinion.
94. It is the sole responsibility of the contractor to procure and store explosives required for blasting operation at his own risk. Department may render necessary possible help for procuring license only.
95. **Payment for variation in price** - (Vide Works Department Memorandum No-12073 /W dt. 7.4.1986, No-14379 dt. 22.6.91 & No-22874 dt. 24.10.92) and No.8310 dated, 17/5/2006
- 31 (a) (i)** "If during the progress of the work, the price of any material (excluding the cost of steel, cement & Bitumen) utilized in the work (not being materials supplied from the Engineer-in-Charge's store in accordance with Clause thereof) increases or decreases due to increase or decrease in the average wholesale price index (all commodities), and the contractor thereupon necessarily and properly pays in respect of all these materials, (utilized in the work) then such increased or decreased price, shall be reimbursed or liable to be refunded, quarterly as the case may be. Such amount shall be equivalent to the loss or minus difference of 75% in between the average wholesale price index (all commodities) which is operational for the quarter under consideration and that operated for the quarter in which the tender was opened, as per the formula indicated below provided that the work has been carried out within the stipulated time or extension thereof and are not attributable to him.
- Formula to calculate the increase or decrease in the price of materials.
- $$Vm = 0.75 \times \frac{Pm}{100} \times R \times \frac{(i - io)}{io}$$
- Vm = Increase or decrease in the cost of work during the quarter under consideration due to change in the price of the materials.
- R = The value of work done in Rupees during the quarter under consideration.
- io = The average Wholesale Price Index (all commodities) for the quarter in which the tender was opened (as published in R.B.I. bulletin from time to time.)
- i = The Average Wholesale Price Index (all commodities) for the quarter under consideration.
- PM = Percentage of materials component as per sub-clause of this clause.
- (ii) Clause 31(a) (ii) of P1 Contract.** Where original contract period is one year and above, increase/decrease of cost of Steel, Cement and Bitumen are to be paid / recovered. When

Signature of Tenderer

22

Block Development Officer, Tangi

the total claim to be paid to the contractor is more than Rs.50, 000/- , prior approval of Government is to be obtained. Prior approval of the E.I.C./Chief Engineer (as the case may be) is to be obtained when such claim is up to Rs.50,000/- . Concerned Executive Engineer shall make recovery in case of decrease from the Contractor, immediately. The cost shall be determined as follows:-

1. Steel..... Rate as fixed by Steel Authority of India Limited (SAIL)
2. Cement ..... Average factory price of three manufacture of cement inside the State.
3. Bitumen... Rate as fixed by Indian Oil Corporation (I.O.C.)

**(iii) Clause-31(a) (iii) of P1 Contract :-** Where original period of is more than Nine months and below one year increase/decrease of cost of Steel Cement & Bitumen are to be paid / recovered. Payment 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 Department (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:-

1. Steel..... Rate as fixed by Steel Authority of India Limited (SAIL)
2. Cement ..... Average factory price of three manufacture of cement inside the State.
3. Bitumen... Rate as fixed by Indian Oil Corporation (I.O.C.)

(ii) Cost of the project should be more than Rs.50.00 lack. However, the differential cost of such materials may be paid to the contractor after deducting the hiked percentage amount in the tender for those materials from the calculated amount of differential cost.

(iii) Contractor has to submit the vouchers showing procurement of Steel, Cement and Bitumen for the work from authorized dealers within 28 days before their utilization.

(iv) 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.

(v) Differential cost will be allowed only after successful completion of the work as per the approved work programme.

(vi) Stipulations contained in existing clause 31(f).

**(iv) Clause 31(e) of P1 contract. :-** Recovery in case of decrease shall be made by concerned Executive Engineer from the contractor immediately. The reimbursement/refund on variation in period of materials (except steel, cement & bitumen which will be governed as per clause-31 (c-ii) & (a-iii)), labour and POL as per sub-clauses (a-i), (b) and (c) respectively of this clause-31 shall be applicable in the following manner as per Works Department letter No.21369 dated,25/9/91.

"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 in the agreement is less than one year and subsequently the completion period has been validly extended the delay of the work being not attributable to the contractor and ultimately 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."

(b) Similarly, if during the progress of work, the minimum wages prescribed by Government for labour increase or decrease and the contractor thereupon necessarily and properly pays to labourers engaged in the work, such increased or decreased wages paid shall be entitled to reimbursed or liable to be refunded quarterly, as the case may be. Such amount 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 is.

$$VI = 0.75 \times PL \times R \times \frac{(I - I_0)}{I_0}$$

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Signature of Tenderer

23

Block Development Officer, Tangi

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

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

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

l = 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 due to price fixed by the Government of India and the Contractor there upon necessarily and properly pays, then such increased or decreased price towards Petrol, Oil and Lubricants used for execution of the work, shall be reimbursed or liable to be refunded, quarterly as the case may be. Such amount, shall be equivalent to the 75% plus or minus difference in between the price of P.O.L. which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below :

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

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

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

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

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

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

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 sub- classes (a), (b) and (c) of this Clause

Category of Works.	Contractor Supply			Departmental Supply of materials.
	% Materials.	% Labour	% of P.O.L.	
(a) Earth Works				
(b) Bridge works		30%	5%	
(c) Road work		30%	5%	35%
c) Building works	*30%	30%	5%	35%

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

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24

Block Development Officer, Tangi

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 is admissible at all. In case of work where the stipulated period of completion is one year, and more escalation on account of price variations is admissible, provided that the work has been carried out by the contractor within the stipulated time or extension there-of, the reason being 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 ultimately the total period including the extended period stands at one year or more, escalation is admissible only for 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 authorised 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 there to which he may be in a position to supply.

96. The contractor shall make requisition for Claim Book from the department from the date of commencement of the work and shall maintain in proper P.W.D. form with pages serially numbered in order to record items of works, which are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorised agents and 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 10<sup>th</sup> and 16<sup>th</sup> days of each month for orders of the Engineer-in-Charge or competent authority. Claims not made in this manner in the claim book from the date of commencement of the work, are liable to be dishonored. The claim book is the property of the P.W.D. and shall be surrendered by the contractor to the Engineer-in-charge after completion of the work or before recession of the contract by the Department which ever is earlier for record.
97. It should be understood clearly that no claim what-so-ever will be entertained for executing extra items of works or extra quantity of any item in the agreement unless written order is obtained from the Engineer-in-charge and rate settled before the extra items of work or extra quantity of any items of work is taken up.
98. 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

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25

Block Development Officer, Tangi

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.

99. In view of the modifications effected by the competent authority in Government from time to time, the following addendums to the existing conditions of **F2** contract are accommodated as follows in the present **P1** contract:

**Clause-2(a) of P1 Contract:-TIME CONTROL:-**

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

- 2.1.1.** The Executive Engineer / Engineer-in-Charge shall issue the letter of acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.
- 2.1.2.** Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge a work Programme for approval commensurate to **Clause no. 2.1.3** showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.
- 2.1.3.** To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete,  $1/4^{\text{th}}$  of the whole time allowed under the contract has elapsed,  $1/2$  of the whole of the work before  $1/2$  of the whole time allowed under the contract has elapsed,  $3/4^{\text{th}}$  of the whole of the work before  $3/4^{\text{th}}$  of the whole time allowed under the contract has elapsed.
- 2.1.4.** If at any time it appears to the Engineer-in-Charge that the actual process of the work does not conform to the work programme, the Contractor shall produce, at the request of the Engineer-in-Charge, a revised programme showing the modifications 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 revised Programme has been submitted.
- 2.1.5.** 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.

**Extension of the Completion Date**

- 2.1.6.** The time allowed for execution of the work as specified in the Contract shall be the essence of the Contract. The execution of the works shall commence from the  $15^{\text{th}}$  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.

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26

Block Development Officer, Tangi

- 2.1.7. 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.
- 2.1.8. In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.
- i) Force measures
  - ii) Abnormally bad weather
  - iii) Serious loss or damage by fire
  - iv) Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work.
  - v) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
  - vi) In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.
  - and vii) Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.
- 2.1.9. 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.
- 2.1.10. 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.

## 2.2. Compensation for Delay.

- 2.2.1. If the contractor fails to maintain the required progress in terms of clause 2 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Superintending Engineer (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause 2 or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified. Compensation @ 1.5% per month of for delay of work, delay to be completed on per Day basis.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work or to the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.

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

## 2.3. Management Meetings.

- 2.3.1. Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 2.3.2. The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

## Clause-2 (b) of Percentage Rate P1 Agreement:- Rescission of Contract (Amendment as per letter No.10639 dated, 27.05.2005 of Works Department, Orissa) :-

To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence), 20% of the value of left over work will be realised from the contractor as penalty.

### BONOUS FOR EARLY COMPLETION

- 100 In case, the contractor completes the work with work value more than Rs.40.00 lakhs, ahead of scheduled completion time, a bonus @ 1% (one percent) of the tendered value per month computed on per day basis (Only after one month) shall be payable to the

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28

Block Development Officer, Tangi

contractor, subject to a maximum limit of 2% (two percent) of the tendered value, The amount of bonus, if payable shall be paid along with final bill after completion of work.

#### **RESERVATIONS OF THE TENDER INVITING AUTHORITY**

101. If any bonafide mistake or omission in the wording & description of any clause in DTCN is left unnoticed & inadvertently & the same is detected after sale of the bid document, then the Tender inviting authority Works reserves every right to correct that and all purchasers

**Total: - 105 (One Hundred five) clauses of  
D.T.C.N.only.**

**Approved**

**Block Development Officer  
Tangi**

will abide by that correction as per Clauses-6 to 8.

102. Similarly, if any bonafied arithmetical error or mistake / omission in wording of any item or Unit of item etc. is left in the Bill of Quantity (Price Bid) unnoticedly & inadvertently & the same is detected after sale of the bid document, then the Tender inviting authority reserves every right to correct that and all purchasers will abide by that correction as per Clauses-6 to 8.
103. (i) In case of doubt / confusion / ambiguity regarding qualification or disqualification of any tenderer for the bid and which is not specifically covered in the above clauses of the DTCN, then the decision of the authority inviting the tender will be final & binding to all concerned for all purposes.

Similarly, after the drawl of the agreement with the contractor, in case of any controversy during execution of the work, then the decision by the Engineer-in-charge of the work within his limitations / power, will be final & abiding to the contractor, if not categorically specified in the clauses of DTCN or Agreement.

104. In case of ambiguity between clauses of this **DTCN** and the **P1** contract form, the relevant clauses of the P1 contract form shall prevail over the DTCN. The clauses not covered under P1 contract form shall be governed by the clauses of the DTCN.
105. That, for the purpose of determining the jurisdiction in the event of any dispute in the contract, it 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 with regard to the matter by this contract at any place outside the State of Orissa.

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Signature of Tenderer

29

Block Development Officer, Tangi

## TECHNICAL SPECIFICATION OF CIVIL WORK

Materials of following specification are to be used in work. The Tenderer are expected to possess and be well conversant with the following IS standard and code of practice.

1.	Cement	Will be as per I.S. 269/255 (However the grade of cement to be selected by the Engineer-in-Charge of work and complex cube test before commencement of work in each batch).
2.	Steel	I.S. 432 (Plain) and 1785 (Tor)
3.	Vibrator	I.S. 7246
4.	Aggregate	I.S. 383, I.S. 515
5.	Water for mixing and curing	Shall be clean, free from injurious amount of oil, salt, acid, vegetable materials and other substances and harmful to concrete in conformity to I.S. 456 and I.S. 2025.
6.	Sand / Fine Aggregate	I.S. 2116, 383
7.	Binding wire	I.S. 280 (galvanised minimum 1 mm)
8.	Rain water pipe	I.S. 2527
9.	Construction joints	I.S. 3414
10.	Steel Window Frame	I.S. 1038/83
11.	Steel Door Frame	I.S. 4351/75
12.	Fitting & Fixtures for journey works	Conforming to I.S. 7452/82 strictly conform to I.S. specification and as per direction of Engineer-in-Charge.

**Note :** For road work (Approach Road) specification as per road and bridges (latest edition) published by I.R.C & M.O.S.T. shall be followed. In case of any doubt and absence of provision, regarding specification I.S. shall be referred (Indian standard).

### ITEM OF WORK

1. Concrete shall be with conformity to I.S.456.
2. Foundation shall be with conformity to I.S.1080.
3. Stone masonry (R.R.) shall be with conformity to I.S.1597 (Part-I)
4. C.R. Masonry shall be with conformity to I.S.1597.
5. Brick masonry shall be with conformity to I.S.2212.
6. Cement plastering shall be with conformity to I.S.9103 & 6925.
7. Mortar shall be with conformity to I.S.2250
8. White and colour washing shall be with conformity to I.S.6278.
9. CC in foundation shall be with conformity to I.S.2571.
10. Anti-Termite Treatment shall be with conformity to I.S.6813. (Part – I & Part – II)
11. Painting to all surfaces shall be with conformity to I.S.2395 (Part – I & Part – II)
12. DPC shall be with conformity to I.S.3067
13. Tarfelt treatment shall be with conformity to I.S.1346
14. Mosaic flooring with conformity to I.S.2114

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30

Block Development Officer, Tangi

15. Steel painting shall be with conformity to I.S.1477 (Part – I & Part – II) I.S.1661
16. Concrete shall be with conformity to I.S.456.
17. Foundation shall be with conformity to I.S.1080.
18. Stone masonry (R.R.) shall be with conformity to I.S.1597 (Part-I)
19. C.R. Masonry shall be with conformity to I.S.1597.
20. Brick masonry shall be with conformity to I.S.2212.
21. Cement plastering shall be with conformity to I.S.9103 & 6925.
22. Mortar shall be with conformity to I.S.2250
23. White and colour washing shall be with conformity to I.S.6278.
24. CC in foundation shall be with conformity to I.S.2571.
25. Anti-Termite Treatment shall be with conformity to I.S.6813. (Part – I & Part – II)
26. Painting to all surfaces shall be with conformity to I.S.2395 (Part – I & Part – II)
27. DPC shall be with conformity to I.S.3067
28. Tarfelt treatment shall be with conformity to I.S.1346
29. Mosaic flooring with conformity to I.S.2114
30. Steel painting shall be with conformity to I.S.1477 (Part – I & Part – II) I.S.1661

**HIRE & RUNNING CHARGES OF PLANTS & MACHENERIES**

The hire charges of Plant & Machinerics shall be recovered at the prescribed rates as fixed by the Chief Engineer (D.P.I & Roads), Odisha, Bhubaneswar from time to time.

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31

Block Development Officer, Tangi

## GENERAL CONDITIONS

### **1. Drawings & Specifications**

The Contractor, after the award of the contract and on signing the agreement shall be furnished free of cost two copies of each of the drawings specifications, descriptive schedules and other details necessary for execution of the work. All further drawings and details as may be prepared by the department from time to time for reasonable development of the work described in the contract documents and reasonably necessary to explain and amplify the contract drawings and to enable the contractor to execute and complete the work shall also be supplied in duplicate to contractor free of cost. Any further copies of such drawings, required by the contractor shall be paid for by him. The contractor shall keep one copy of all the drawings specifications, price schedule of items and quantities at work site and the Engineer-in-charge or his authorised representative shall at all reasonable times have access to the same.

### **2. Contractor's Responsibility.**

- a) The contractor shall provide at his cost everything necessary for the proper execution of the works according to the intend and meaning of the drawings, schedule of items and quantities and specifications taken together, if the same is not particularly shown or described therein, provided that the same can reasonably be inferred there from, if the Contractor finds any discrepancy in the drawings or between the drawing and schedule of quantities and specifications, he shall immediately in writing refer the same to the Engineer-in-charge whose decision shall be final & binding.
- b) Any work done at any time or even before receipt of such details shall be removed/replaced by the contractor without any expense to the department If the work is not in order and if so directed by the Engineer-in-charge error inconsistencies in drawings and local conditions affecting the works shall be brought to the notice of the Engineer-in-charge immediately for his decision. All drawings, bill of quantities and specifications and copies therefore furnished by the department, are their property. They shall not be used on any other work and shall be returned to the Department on request on completion and before issue of final certificate or termination of the contract.
- c) All materials and workmanship shall be of the respect kinds described in the specification. B.O.Q, contract and in accordance with the instruction of the Engineer-in-charge. The contractor must satisfy himself about the same while furnishing samples for approval of the Engineer-in-charge before incorporation in the works.
- d) The Engineer-in-charge may from time to time cause at his discretion such tests on samples of materials or workmanship of all/any materials and work, as he may consider necessary at places of manufacture, fabrication, on the site or at such other places. The expenditure incurred for all such tests shall be borne by the contractor.
- e) All approved samples are to be preserved by the contractor in a regular manner in the site office for inspection and verification of the Engineer-in-charge or his representative from time to time.

### **f) Alteration / Addition & Omissions**

The Engineer-in-charge shall make any variation of the form, quality or quantity of the works or any part thereof that may be in his opinion be necessary and for that purpose or if for any, other reason it shall, in his opinion be desirable, he shall have power to order the Contractor to do so and the Contractor shall do any or allot followings :

- a) Increase or decrease the quantity of any work included in the contract.
  - b) Omit any such work.
  - c) Change the levels, lines, position and dimensions of any part of the works, and
  - d) Execute additional works of any kind necessary for the completion of the work.
- No such variation shall in any way ratidate or invalidate the contract, but the value of all such variations shall be taken into account and shall be added to or deducted from the

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32

Block Development Officer, Tangi

contract sum accordingly, but no such variation shall be made by the contractor without prior written instruction from the Engineer-in-charge.

- e) The Schedule of quantities/rates shall be deemed to have been prepared and included in accordance with the method of measurement of work set out and as per the relevant specifications or in its absence relevant I.S. code of practice.

Any error in the specification or in quantity or omission of any item from the schedule of quantities/ rates shall not vitiate the contract, but be adjusted by adding to or deduction from the contract sum provided that no rectification of errors, if any, shall be allowed in the contract schedule of rates.

#### **4. Valuation of variations**

- a) All extra or additional work done or work omitted shall be valued at the rates and price set out in the prices schedule of quantities, and/or derived there-from, if in-arriving at the contract sum, the Contractor have added to or deducted from the total of the items in the tender any sum either as a percentage or proportion, then the same percentage of proportion shall apply to all items or works in the prices schedule as also for valuation of variation.
- b) If the contract does not contain any rate or price applicable to the extra or additional work, or the rate or price in the priced schedule of quantities has become inapplicable in the opinion of the Engineer-in-charge by virtues of such addition or omission, then suitable rates or price shall be agreed such rates shall be derived by analysis based on standard schedule of rates of State P.W.D. / P.H.D or in case such is not available therein, form any approved schedule with the various elements valued at local market price plus 15 (fifteen) percent towards over-heads.

#### **5. The Offers are also to include**

- a) To supply all materials, labour, supervision, services, supports, scaffoldings, approach road, construction equipments, tools and plants etc., as required for proper execution of all the items of the work as per drawing and specification.
- b) To provide all incidental items not shown or specified in particular, but reasonable or necessary for successful completion of the work in accordance with the drawings, specifications and schedule of quantities.
- c) Cleaning, Uprooting the stumps, vegetation and old masonry etc., met in the trenches and excavations.
- d) Providing shoring and shuttering to avoid sliding of the soils and removal of the same or completion.
- e) De-watering as required and directed.
- f) Excavation at all depths (Unless otherwise mentioned in schedule), stacking separately usable and disposal of surface earth and materials from site as directed.
- g) Curing of ail concrete and cement works as per specification and direction,
- h) Centering, shuttering as required for all concrete work.
- i) Bending, binding, tying the grill & placing in position, including supply of all materials & labour etc.
- j) To provide water and power required for construction testing and commissioning.
- k) Testing of materials and works as per specification and direction