

GOVERNMENT OF ODISHA




BLOCK DEVELOPMENT OFFICER

**BID DOCUMENT
FOR
BUILDING WORKS**

Office of the Block Development Officer B.M.Pur


Government of Odisha Detail tender call Notice

1. Name of the work : Construction New PHC building at Hariharjore Dam site
 2. Amount put to Bid Excluding GST : As per Annexure-'A'
 3. Class of contractor : 'B' & 'A'
 4. Cost of Tender paper : As per Annexure-'A'
 5. Date & Time of availability of bid document in the portal : From Dt. 21-10-21 at 10.00 A.M.
 6. Last date & Time for receipt of bids : Dt. 30-10-21 upto 05:00 P.M.
 7. Date & Time of bid opening : Dt. 1-11-21 at 12..... A.M.
 9. Name and address of the Officer Inviting Bid : Block Development Officer, B.M.Pur, At/Po-B.M.Pur, Dist-Subarnapur,(Odisha)
- (1) Other details can be seen from DTCN available in website www.subarnapur.nic.in
- (2) Corrigendum if any shall only be published in the above website



Block Development Officer,
Birmaharajpur

Memo No. 2788 / 23/9/2021
~~288~~ // Date. ~~27-01-2021~~

Copy submitted in duplicate to the Manager, Information and Public relations Department, office of the Director, Information and Public Relations Deptt., Govt. of Odisha, Bhubaneswar with request to make necessary arrangement for publication of the notice in two local Oriya dailies & one local English daily as per rule. Complementary copies of the advertisements may please be sent to this office for reference and record.



Block Development Officer,
Birmaharajpur

Memo No. 2789 (2) // Date. 23.09.2021
Copy in duplicate submitted to the Project Director DRDA, Subarnapur for favour of kind information and necessary action.

 Sd/-
Block Development Officer,
Birmaharajpur

Memo No. 2790 (5) // Date. 23-09-2021

Copy to the Executive Engineer, R.W.Division, SONEPUR / Executive Engineer, M.I. Division Sonepur/Executive Engineer, R & B Division, Sonepur/E.E R.W.S & S Division, Sonepur for information & wide circulation.

 Sd/-
Block Development Officer,
Birmaharajpur

Memo No. 2791 // Date. 23-09-2021

Copy submitted to the Collector and District Magistrate, Subarnapur for kind information.

 Sd/-
Block Development Officer,
Birmaharajpur

Memo No. 2792 // Date. 23-09-2021

Copy to the Superintendent of Police, Subarnapur/ Sub-Divisional Police Officer, B.M.Pur for information and necessary action.

 Sd/-
Block Development Officer,
Birmaharajpur

Memo No. 2793 (6) // Date. 23-09-2021

Copy forwarded to the Assistant Engineer, NHM/ Cashier / Establishment section for information and wide circulation.

 Sd/-
Block Development Officer,
Birmaharajpur

Memo No. 2794 // Date. 23-09-2021

Copy to the notice board for information and wide circulation.

 Sd/-
Block Development Officer,
Birmaharajpur

Government of Odisha, Office of the Block Development Officer, B.M.Pur
Detail tender call notice Notice

The Block Development Officer, Birmaharajpur on behalf of Governor of Odisha invites Percentage rate bids in Single Cover system for the construction of works as detailed in Annexure-'A' given from the class of eligible contractors as mentioned in column-5(Five) registered with the State Governments and Contractors of equivalent Grades/Class Registered with Central Government/ MES/ Railways for execution of Road Works and Building works. The proof of registration from the appropriate authority shall be enclosed along with the Bid.

(i) Particulars of Works:- As per Annexure-'A'

1. E.M.D. required - Bid must be accompanied by security amount as mentioned in Column No.4 duly pledged in favour of Block Development Officer Birmaharajpur to be remitted online in the portal. Tenderers desire to hire machineries or equipment from outside the state are required to furnish 2% of the amount put to tender as security.

2. Additional Performance Security - Additional Performance Security should be furnished by the successful bidder when the bid amount is less than the estimated cost put to tender. In such an event, the successful bidder who has quoted less bid price/ rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost, i.e., estimated cost put to tender minus the quoted amount as Additional Performance Security in shape of Term Deposit Receipt or Bank Guarantee from any nationalised bank/Scheduled Bank pledged in favour of Block Development Officer B.M.Pur within such stipulated period of time as may be provided for or else the bid of the successful bidder would be cancelled and the security deposited would be forfeited if permissible in law and further proceeding for black listing would be initiated as per law.

3. Cost of Tender paper - Cost of Tender Paper per set (Non refundable) to be remitted online in the portal. *in shape of bank draft submitted at the dropping time.*

4. Mode of transmission of tender - Tender should be submitted through registered post/corrier

5. Period of availability of tenders in portal : Details as follows

Tender call Officer	Bid No.	Availability of Tender in portal		Date & time of opening of Bid	Remarks
		From	To		
1	2	3	4	5	6
Block Development Officer B.M.Pur		Dt. 21-10-21 at 10.00 A.M	Dt. 30-10-21 upto 5:00 P.M.	Dt. 1-11-21 at 12...A.M. at O/o the Block Development Officer B.M.Pur	

7. Bid documents consisting of qualification, information and eligibility criteria of bidders, and schedule of quantities of the works are available in web-site www.subarnapur.nic.in and the set of terms and condition of contract and other necessary documents can be seen in the website till last date of availability of tender online for bidding.

8. The bids for the work shall remain open for acceptance for a period of 90 days from the last date of receipt of bids. If any bidder/ tenderer withdraws his/her bid/tender before the said period or makes any modification in the terms and condition of the bid, the EMD deposited at the time of submission of tender shall stand forfeited.

9. No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering department of the State Government is allowed to work as a contractor for a period of two years after his retirement from Government service without Government permission.

10. Eligible contractors may participate in this tender vide Work Department G.O.No.3009 dated 13.02.2002.

11. Other details can be seen in the bidding documents, which is available in web-site www.subarnapur.nic.in

12. The originals of all the xerox documents of the successful lowest bidder will be scrutinized within 05 days of opening of the tender in office of the Block Development Officer B.M.Pur. In the eventuality of failure on the part of the successful lowest bidder to produce the original documents, he will be debarred in future from participating in tender for 03 years and will be black listed by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.

13. Contractor exempted from payment of EMD will be able to participate in the tender directly by producing documentary evidences towards his eligibility for such exemption.

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 the merits of rest bid. But, if more than one bid is quoted at 14.99% (Decimal upto Two Nos. will be taken for all practical purpose) less than the estimated cost the tender accepting authority will finalize the tender through a transparent lottery system where, all bidders/ their authorized representatives, the concerned Block Development Officer & D.A.O will remain present.

15. Bid security @ 2% of contract value shall be pledged in favour of Block Development Officer B.M.Pur corresponding to the respective value of works and deposited with them separately at the time drawl of agreement.

16. Rate quoted by the contractor shall be excluding GST. The GST as applicable for the work contract shall be payable to the contractor on each bill amount on production of tax invoice.

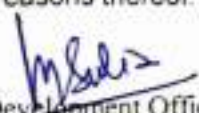
17. The tender should be submitted through registered post /corrier . Furnishing with xerox copies of valid Registration Certificate, GSTIN registration Certificate, PAN card, Cost of Bid Security, Affidavit regarding no relation certificate and authenticity of the tender documents furnishing the name of the work put to tender and any other required documents as per the DTCN are mandatory along with the tender documents otherwise his /her bids shall be declared as non-responsive and thus liable for rejection.

18. As all the works are time bound and critical in nature, the work should be completed during the current financial year.

19. DELETED


20. The authority will not be held responsible for any POSTAL/CORRIER delay during the schedule dates of received of bidd documents.

21. Authority reserves the right to reject any or all the tenders without assigning any reasons thereof.


Block Development Officer
Birmaharajpur

ANNEXURE-'A'
TENDER CALL NOTICE NO.

SLN O.	Name of the Works	Approx. estimated cost put to tender (Rupees in lakhs)	E.M.D. required (in Rs.)	Class of Contractor	Cost of tender paper	Time of Completion
1	2	3	4	5	6	7
BUILDING WORKS :-						
1.	Const. of PHC building at Hariharjore Dam site , Birmaharajpur	5655656.00	113114.00	B & A	Bank Draft 10000/-	Nine Calendar Month


Block Development Officer
Birmaharajpur

Tenderer


Block Development Officer, B.M.Pur

INSTRUCTION TO BIDDERS FOR
DETAILS OF THE DOCUMENTS TO BE FURNISHED THROUGH
REGISTERED POST/CORRIER

Details of documents to be furnished.

1. Xerox copies of the following documents to be submitted through registered post /corrier.
 - 1.1 Cost of Tender paper and EMD as per Annexure-A.
 - 1.2 GSTIN Registration certificate.
 - 1.3 PAN Card.
 - 1.4 Registration Certificate.
 - 1.5 Affidavit regarding correctness of information, no relation certificate, Current litigation, etc. (Enclosed prescribed Format)
 - 1.6 Other required documents as per the DTCN

2. Xerox documents of valid successful bidders will be verified with the original before signing the agreement. The valid successful bidder has to provide the originals to the concerned authority on receipt of such letter, which will be sent though registered post/corrier.

3. DELETED

4. The tender accepting authority will verify the originals of all the Xerox documents of the successful lowest bidder only within 5 days of opening of the tender. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.

5. Contractor exempted from payment of EMD will be able to participate in the tender directly by submitting documentary evidences towards his eligibility for such exemption.

6. The documents as required should be xerox clearly and legible, otherwise bids will lead to rejection. The EMD and Cost of Tender paper should be submitted . The original affidavit of the successful bidder to be produced at the time of signing the agreement.

DETAILED TENDER CALL NOTICE

1. INVITATION OF TENDERS:-

1.1 Tenders for the works: Shall be sold & received through registered post/carrier. Tender shall be opened by Block Development Officer B.M.Pur

1.2 Tenderers have to pay earnest money as required as per Works Deptt. Lr.No.15443 dt.1.8.2005 for an amount of Rs.@1% of the estimated cost **as mentioned in Col.3** mentioned in the respective column no.4 of TCN (the amount specified in the tender notice), at the time of submitting the tender. Contractors desirous of hiring machineries from outside the State are required to furnish EMD @ 2% of the amount put to tender at the time of submission of tender. Further sum of such amount towards initial security as would, together with the earnest money, make 2% or 3% of the cost of the work as the case may be as per the accepted tender has to be furnished prior to execution of agreement.

Tenders not accompanied with the Earnest Money Deposit with tender documents as specified in tender call notice shall not be considered at all. In case of exemption of EMD, Affidavit to the effect to be furnished by the bidder.

The Earnest Money Deposit & Initial Security Deposit should be in shape of pledged NSC/ OTD/ OSB/ VP/ Deposit receipt of Scheduled Bank/Nationalized Bank. In case the actual cost of work exceeds the original cost of work as per the accepted tender, the amount to be recovered from bills of the contractors will be such as to make together with deposits already realized an amount equal to the prescribed percentage of the actual cost of work executed.

Besides the Earnest Money Deposit & initial Security Deposit, contractors of B class & above will be required to furnish security deposit by way of deduction from their bill at the rate of 5% of the gross amount or each bill where as in case of C & D class contractor such deduction will be made at the rate of 3% of gross amount of each bill.

In the case of Govt Undertaking, Co-operative Societies, Diploma or Degree holders in Engineering and SC & ST contractors who are registered with the Deptt., the rules framed by Govt. from time to time about earnest money deposit, initial security deposit will apply.

Request for transfer/adjustment of earnest money deposit from other works will not be entertained ordinarily. However in case a contractor is having earnest money deposit with any of the authorities under organization which he desired to be transferred towards earnest money deposit for this tender, he should apply to the concerned authority well in advance & obtain a letter from him to the effect that the amount of earnest money deposit is actually due to refund & attach the letter to the tender in original in which case only the same will be allowed to be treated as the earnest money deposit for the new tender, provided that in case of tenders relating to externally aided projects/any other works of special nature, where the State Govt. are required to prescribe conditions of deposit of E.M.D & I.S.D.

1.3 Upon acceptance of the tender, the successful tenderer shall within a period of 10 days from the date of written intimation of the acceptance of the tender, deposit with the concerned authority a sum of such amount towards initial security as would together with the earnest money make 2% of the work as per the accepted tender excluding the addl. EMD for hiring machineries out side State & sign the agreement in the PWD form-2 (Schedule- XLV Form No.61) in the office of the Block DEVELOPMENT Officer B.M.Pur

Failure to deposit this additional amount towards initial security deposit or to sign the contract within the stipulated time, which shall include any extension granted by the Project Director DRDA Subarnapur at his discretion, will make the earnest money deposit of the tenderer liable to forfeiture & acceptance of his tender shall be treated as withdrawn.

Additional Performance Security - Additional Performance Security should be furnished by the successful bidder when the bid amount is less than the estimated cost put to tender. In such an event, the successful bidder who has quoted less bid price/ rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost, i.e., estimated cost put to tender minus the quoted amount as Additional Performance Security in shape of Demand Draft/ Term Deposit Receipt pledged in favour of Divisional Officer within such stipulated period of time as may be provided for or else the bid of the successful bidder would be cancelled and the security deposited would be forfeited if permissible in law and further proceeding for black listing would be initiated as per law.

- 1.4 The written agreement in PWD form F-2/P1 to be entered into between the successful tenderer here-in-after called the contractor & the State Govt. shall be the foundation of the rights of both the parties & the contract shall be deemed to be incomplete until the agreement has been first signed by the contractor & then by the proper officer authorized to enter into the contract on behalf of the State Govt.
- 1.5 The acceptance of the tender & award of the contract even to more than one contractor, if considered necessary, will rest with the Project Director DRDA Subarnapur who does not bind himself to accept the lowest tender & will reserve to himself the authority to reject any or all of the tenders received, without assigning any reasons.
- 1.6 The Earnest Money Deposit of the unsuccessful tenderers who are not awarded with the work will be refunded on application after the tender is finalized.
- 1.7 (a) Tender may not, at the discretion of the competent authority, be considered, unless accompanied by attested Xerox copies or attested true copies of the PAN Card or GSTIN Registration Certificate, & the original certificates are to be produced before the tender opening authority as & when required for verification.
- (b) Bidders from outside the State can participate in the tender without having GST registration Certificate subject to condition that they should submit undertakings in the form of an affidavit indicating therein that they are not registered under the OGST Act as they have not started any business in the State and they have no liability under the Act. But before award of the final contract, such bidders will have to produce the GST registration Certificate.
- (c) Bidders registered under other State Government/ MES/ Railway/ CPWD in equivalent rank may participate in the tender, but successful bidder has to register under the State PWD before signing the Agreement.
- 1.8 All the rates & prices in the tender shall cover all taxes viz GST, any other local taxes, ferry, tollages charges & royalties & any other charges.
- The contractors shall produce necessary receipts in support of payment of royalty & taxes for the materials supplied by them for the work failing which royalty taxes as applicable will be deducted from their bills.
- 1.9 After opening the tenders if a tenderer withdraws himself from the competition during the validity of tender, The EMD received along with the tender shall be forfeited & credited to the Govt.
- 1.10 **Amendment to Para-3.4.16(a) (vii) of OPWD code, Vol-I by substitution**
- Note- (vii) - For the purpose of estimate, the approved quarry lead is to be provided judiciously. Engineers in charge would be responsible for ensuring the quality of the materials supplied. The contractors would, however, be responsible for procurement of materials from authorized sources and voluntarily disclose the source of procurement for the purpose of billing. Besides, the bidder would be required to submit the details of quarry for procurement while submitting the bids.
- 1.13 **Amendment to Para-3.5.14 Note-I of OPWD Code, Vol-I by inclusion**

Note-I- If L1 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 L2 bidder, if fulfils other required criteria would be called for drawing agreement for execution of work subject to the condition that L2 bidder negotiates at par with the rate quoted by the L1 bidder otherwise the tender will be cancelled. In case a contractor is blacklisted, it will be widely publicized and intimated to all departments of Government and also to Govt. of India agencies working in the state.

Amendment to Appendix-IX, Clause – 36 of OPWD Code, Vol-II by inclusion

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 finalized the tender through a transparent lottery system ,where all bidders/their authorized representatives, the concerned B.D.O and DAO will remain present.

1.15 **Amendment to Para-3.5.5 (V) Note-III of OPWD Code, Vol-I by Modification-**

Note-III- For availing incentive clause in any project which is completed before the stipulated date of completion, subject to other stipulations it is mandatory on the part of the concerned B.D.O to report the actual date of completion of the project as soon as possible through fax or e-mail so that the report is received within 7 days of such completion by the concerned PD DRDA & the Administrative Department. The incentive for timely completion should be on a graduated scale of one percent to five percent of the contractor value. Assessment of incentives may be worked out for earlier completion of work in all respect in the following scale:

- Before 30% of contract period = 5% of Contract Value
- Before 20 to30% of contract period = 4% of Contract Value
- Before 10 to20% of contract period = 3% of Contract Value
- Before 5 to10% of contract period = 2% of Contract Value
- Before 5% of contract period = 1% of Contract Value

1.16 **Amendment to Para-3.2.8 Note-II of OPWD Code, Vol-I by inclusion**

Note-II- In case of tender accepted below schedule of rate, the tender amount excluding centages shall be treated as sanctioned amount and allotment will be limited to that extent . Any deviation in scope of work affecting the agreement amount in such an agreement will be governed by the relevant provisions of OPWD Code.

1.17 **Amendment to Appendix- XXX , (Bills) Clause 21 of OPWD Code, Vol-II & to the Clause-6 of F2 Contract**

Bills- Clause -21 – For works above values Rs. 5.00 lakh in civil works and work value above Rs. 1.00 lacs in electrical/PH works the J.E.s & A.E.s will be required to submit bill for each ongoing work on 20th or next working day of every month to the concerned B.D.O. The B.D.O on receipt of the bill will take steps for payment of the same by 30th or the next working day during the month. The B.D.O in charge of the Block will furnish a certificate to the PD DRDA that the bills for all ongoing months have been paid failing action will be initiated against the erring officer.

1.18 **Amendment to Para-3.5.18 Note-VIII of OPWD Code, Vol-I**

Note-VIII- Before acceptance of tender, the successful bidder will be required to submit a work programme and milestone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on the part of the agency to achieve the milestone liquidated damage will be imposed.

1.19 **Amendment to Para-3.5.18 Note-III of OPWD Code, Vol-I**

The single tender received in the first call shall be cancelled without opening of the bid. The acceptance of a single tender received even after retendering should have prior approval of the next higher authority.

1.20 **Amendment to Rule 29 of Appendix –IX of OPWD Code, Vol-II**

When in response to a notice calling for tenders, only a single tender is received in the first time, the tender shall be cancelled without opening of the bid and fresh tender be invited publicly. If single tender is received, even after retendering then the approval of the next higher authority should be obtained, if the the tender is otherwise in order and acceptable.

1.21 **Amendment to Para-3.5.5 (V) Note-III of OPWD Code, Vol-I by Modification-**

Additional Performance Security should be furnished by the successful bidder when the bid amount is less than the estimated cost put to tender. In such an event, the successful bidder who has quoted less bid price/ rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost, i.e., estimated cost put to tender minus the quoted amount as Additional Performance Security in shape of Demand Draft/ Term Deposit Receipt pledged in favour of Block Development Officer within such stipulated period of time as may be provided for or else the bid of the successful bidder would be cancelled and the security deposited would be forfeited if permissible in law and further proceeding for black listing would be initiated as per law.

INSTRUCTIONS TO TENDERS

Eligibility Criteria

The eligibility criteria for participation in this tender are given below. The tenderer(s) should go through these eligibility criteria before uploading the tender documents. Tenderer(s) not fulfilling the eligibility criteria and submit the tender, can do so at their own risk, as the tender will summarily be rejected.

- (1) The intending tenderer(s) should have the valid Registration Certificate as on date, of the required class as mentioned in Col-5 of the Table in NIT.
- (2) The intending tenderer(s) should have up to date valid PAN Card, GSTIN Registration certificate.
- (3) Required amount of E.M.D. specified in column 4 of table in TCN. As per Clause-1.3 in Online payment mode only.
- (4) The intending tenderer(s) should have not abandoned any work of similar nature nor their contract should have been rescinded during the last five years. An affidavit to that effect shall be furnished along with the tender.
- (5) The **Engineer** Contractor desired of having E.M.D. exemption benefit must have to produce an affidavit to this effect that they have not avail such exemption for more than two times during this financial year, also the Engineer contractor will produce his/ her original licence at the time of opening of tender so that tender opening authority will enter the exemption of E.M.D. in his /her licence failing which the tender shall be liable for rejection.
- (6) The tenderer has to produce an affidavit in support of the authenticity of the documents including E.M.D. as per Clause 1.3 along with tender.

(7) DELETED

(8) DELETED

(9) DELETED

(10) DELETED

(a) DELETED

- 2.2 Tender containing extraneous conditions not covered by the conditions here-in-before & here-in-after provided & quoting rates on units different from those prescribed in the tender schedules will be liable for rejection. No Tenderer will be permitted to furnish tender in their own manuscript form. This however, excludes special cases for which alternative designs specifications may be asked for, specifically, in the special condition of contract.
- 2.3 A bidder can submit only one tender paper for a particular work. Submission of more than one tender paper by a bidder for a particular work will be liable for rejection of all such tender papers.
- 2.4 Any request from the tenderer in respect, of additions, alternations, modifications, corrections, etc. or either terms & conditions or rates of his tender after opening of the tenders will not be considered.
- 2.5 Letters etc. found in tender box raising or lowering the rates or dealing with any point in connection with the tender will not be considered. During scrutiny evaluation & comparison of the tenders the authority at his discretion may ask any tenderer for clarification on his tender document including breakdown of the unit rates. The request for clarification & the response shall be in writing. No additional documents in fresh which will affect the original status of the eligibility criteria of the tender at the time of receipt of tenders are acceptable.
- 2.6 The successful tenderer shall make his own arrangement for all materials T&P machineries required for satisfactory completion of work in time. unless otherwise specified in the conditions or contract.
- 2.7 By submitting a tender for the work, a tenderer will be deemed to have satisfied himself by actual inspection of the site & locality of the work about the quality & availability of the required quantity of materials, medical & labour & food stuffs etc. & that the rates quoted by him in the tender will be

Tenderer


Block Development Officer, B.M.Pur

adequate to complete the works according to the specifications & conditions attached there to & that he has taken into account all conditions & difficulties that may be encountered during its progress & to have quoted labour rates, & materials rates which shall include cost of materials with taxes, octroi & other duties, lead, lift loading & unloading, freight for materials & all other charges necessary for the completion of the work, to the entire satisfaction of the Chief Engineer, Rural Works, Bhubaneswar & his authorized subordinates. After acceptance of the contract rates, Govt. will not pay any extra charges from any reasons in case the contractor is found later on to have misjudged the condition as regards availability of materials, labour or any other factors.

- 2.8 The following particulars must be filled in the tenders.
- (a) Details of works of similar type & magnitude carried out by the tenderer in proforma "A". In case of rate quoted by two or more eligible bidders become same, the work experience will be counted for consideration of his/ her tender.
- 2.9 Acceptance of the tender will be intimated to the successful tenderer in writing. The tenderer is to deposit the initial security deposit & sign the agreement as prescribed in the Notice Inviting Tenders.
- 2.10 If the tenderer has a relative employed as Officer in the rank of a Asst. Engineer & above in the State PWD, he shall inform the PD DRDA Subarnapur mentioning the exact details in a covering letter along with the tender failing which his tender will not be considered. Also if the fact or relationship subsequently comes to light, his contract will be rescinded. The Earnest Money & the total Security Deposit will be forfeited & he shall be liable to make good any loss or damage resulting from such cancellation. In case, the tenderer has no relationship with any of the Officers mentioned above he shall have to furnish with tender a certificate to this effect.
- 2.11 No contract work however petty, may be carried out except under & in accordance with duly executed agreement, or a special written authority from the B.D.O of work.
- 2.12 Canvassing in any form is prohibited & the tenders submitted by the tenderers who resort to canvassing will be rejected & the tenderer will not be allowed to tender for any other works in this Organisation.
- 2.13 Details of drawing & specifications if any as are not supplied with the tender documents for the work may be seen in the Office of the B.D.O, B.M.PUR on working days during working hours.
- 2.14 If any other information regarding plan & specifications etc. are required before submission of the tender, the same can be obtained from the office of the B.D.O B.M.Pur
- 2.15 The detailed specification for all items of work involved in the work shall be in accordance with the following:-
- (a) IRC & ISI Codes of practice & MOST publications such as specifications of road & bridge works & sound engineering practices.
 - (b) Orissa detailed standard specification.
 - (c) Any other standard code or specifications or work as prescribed by the B.D.O, B.M.PUR
 - (d) In case of variations in provisions of codes or specifications of works referred to above, the decision of the PD DRDA as regards the specifications to be adopted in the work, shall be final, conclusive & binding on both the parties. Every tenderer must examine the aforesaid specification before submitting his tender. The PD DRDA Subarnapur or his authorized subordinates reserves the right, without impairing the contract to make such increase or decrease in the quantities or items of work mentioned in the schedule attached to the tender notice as may be considered necessary to complete the work duly & satisfactorily. Such increase or decrease shall in no case invalidate the contractor's rates. It shall be definitely understood that the Govt. does not accept any responsibility for the correctness or the completeness of the quantities shown in the schedule. The schedule is liable to alteration by omissions or additions or deductions. Such omissions, additions or deductions to any extent shall in no case invalidate the contract & extra monetary compensation will be entertained.

The quoted rate for the work will deem to include all incidental items which may be necessary such as baling out of water from foundation, construction of bench marks, level pillars, profiles, benching leveling of ground etc. where required. The incidental items mentioned here in any only indicative & not exhaustive. No extra payment or claim will be admissible on these grounds.

All arrangements for traffic during construction including provision of temporary cross drainage structures, if required, & treated shoulder, including their maintenance, dismantling & clearing debris, where necessary shall be considered as incidental to the works & shall be the contractors respectively.

- 2.17 The contractor has to arrange for the adequate supply of clean water required for the works & also has to arrange adequate lighting arrangements for night work whenever necessary at his own cost.

Whenever possible & available in stock the necessary pumps & pipe lines required for the work may be supplied by the deptt. on hire charges as fixed by the BDO B.M.PUR. The cost of installations of the pumps & laying of pipe & dismantling the same including necessary carriage from the departmental godown & back shall be borne by the contractor.

- 2.18 The tenderers are required to go through each clause of PWD form F2 carefully in addition to the clauses here in before & herein after provided as these are deemed to be the part of the contract.

- 2.19 The notice inviting tenders, instructions to tenderers, general condition of contract, detailed call notice, special contract, specifications, schedule of quantities along with printed conditions of PWD form F2, approved drawing, time schedule & the rate together with the letter of awarding the work will form part of the contract. In case of conflict between any of the provisions, the same is to be got clarified by the tenderer before submission of the tender. If such conflicts arise after the tenders are opened the decision of PD DRDA shall deem to be final & binding on the contractor.

- 2.20 (a) The tenders will be considered to be valid for 90 days from the date of opening of the tenders.
(b) The period of validity of tender can also be extended if agreed by the tenderer & the deptt.

- 2.21 In case of ambiguous between clauses of this DTCN & F-2 contract form, the relevant clauses of F-2 contract form, shall prevail over the DTCN. The clauses not covered in F-2 contract form shall be governed by DTCN

FORMAT-I

SWORN BEFORE THE NOTARY PUBLIC _____, DIST. _____

AFFIDAVIT

I Sri/Smt., S/o, D/o, W/o....., aged
about..... Years presently residing At/pt:-..... P.s.....
Dist....., Pin..... do hereby solemnly affirm and state as follows:-

1. I am a/an SC/ST/Engg. (As applicable) class contractor having license bearing Regd. No..... and valid upto Dt..... for execution of works and contract of different department of State Government of Odisha.
2. I possess a valid GSTIN Registration Certificate and PAN card issued by the competent authority.
3. I am submitting the tender papers before the Executive Engineer, R.W. Division, Padampur as per Bid Identification No. for the following work :-
 - a).....
 - b).....
 - c)..... Etc..
4. I hereby certify that neither my nor any of my constituent partners(a) is involved in any litigation/ litigations relating to the work, (b) have been debarred/ expelled by any agency in India during the last Five years, (c) have failed to perform on any contract work in India during last five years or (d) have abandoned any road/ bridge/ irrigation projects/ Buildings or other project works in India nor any contract awarded to me/us for such work have been rescinded during the last five years prior to the date of this bid.
5. I hereby certify that, I am not related to any officer in the rank of Asst. Engineer and above in the state PWD or Asst. Secretary and above in the Works Department of Govt. of Odisha.
6. That being ST/SC Contractor, I am entitled to avail the price preferences, exemption of EMD and other benefits meant for ST/SC contractor as per Govt. notification.
7. That, being an Engineer Contractor, I have not availed the exemption of EMD for more than two numbers of works during the financial year 2020-21.
8. I am aware that, if the facts subsequently proved to be false, my contract will be rescinded with forfeiture of EMD and I shall be liable to make good the loss or damage resulting from such cancellation. I also note that, non-submission of the certificate will render my tender liable for rejection.
9. That, this affidavit is to be produced before the B.D.O B.M.Pur for providing the above information for the purpose of tender for the above mentioned work(s).

That, the facts stated above and all information are true and correct to the best of my knowledge and belief.

Identified by me,

Advocate

Signature of the Tenderer
(DEPONENT)

Tenderer


Block Development Officer, B.M.Pur

GENERAL CONDITION OF CONTRACT:

3.1 The contractor shall not sublet whole or part of the work without written consent of the B.D.O B.M.Pur or transfer be made by power authorizing others to receive payment on behalf of the contractor and such consent if given shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts of defaults and negligence of any sub-contractor employed by him as fully as if they are caused with the acts, defaults and negligence of the contractor, his agents, servants or workmen. Employing labourer directly on piece work basis shall not be deemed to be understood as subletting as explained above.

3.2 The contract comprises the construction, completion and maintenance of the works and except in so far as the contract otherwise provides of provision of labour, material and construction plant, temporary works and everything whether of a temporary or permanent nature required in and for such construction, completion and subsequent maintenance for a period of not less than Twenty Four months.

3.3 a) The drawing shall remain in the safe custody of the Executive Engineer, but two sets of copies thereof shall be furnished to the contractor on free of cost. At the completion of the work the contractor shall return to the B.D.O one set of all the drawings, supplied to duly signed as completion drawing.

b) No claim shall be entertained against the department on account of any increase in railway or road freight or prices of cement, steel, petrol, coal, fuel, oil, lubrication, Explosives and other materials or commodities, labour charges etc. during the course of construction or after tendering for this work till the date of completion except the incidence at price variation and period covered under the relevant Price Escalation Clause of the Agreement.

3.4 The contractor shall give adequate notice in writing to the Engineer-in-charge for any further drawing or specification that may be required for the execution of the work or otherwise under the contract. In the event of any delay in the issuing of any of the detailed drawing etc. for any reasons what-so-ever reasonable extension of time may be granted on application by the contractor but on no account any claim for monetary compensation will be entertained.

3.5 One copy of the drawing supplied to the contractor shall be made available at the site for reference for use of the departmental officers during inspection.

3.6 From time to time the contractor shall submit to the B.D.O for his approval the programme showing the order of procedure and method in which he proposes to carry out the work and whenever required by the Engineer-in-charge or his representative furnish for his information, particulars in writing of the contractor's arrangements for the carrying out of the work and of the constructional plan and temporary work which the contractor intends to supply, use or construct as the case may be. The submission to and approval by the Engineer-in-charge of such programme for furnishing of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contract.

3.7 The contractor shall be responsible for the true and proper setting out of the work and for the correctness of the position, levels, dimensions and alignments of all part of the work and for the provision of all necessary instruments, appliances and labour in connection there with. If any time during the progress of the work, any error shall appear or arise in the position, levels, dimensions or alignments of any part of the works the contractor on being required to do so by the Engineer-in-charge, The checking of any setting error to the satisfaction of B.D.O or his representative shall not in any way relieve the contractor of his responsibility for the correctness there of and the contractor shall carefully protect and preserve all bench marks, pegs and other things used in setting out of the works.

3.8 Department will have the right to inspect the scaffolding and centering made for the work and can reject partly or fully such structures if found defective from safety or any other grounds. The contractor has to carry out any such detailed instruction from the Engineer-in-Charge or his authorized sub-ordinates regarding such structures. All the centering and shuttering should be got approved by the Engineer-in-Charge before concreting is done.

3.9 Explosive shall not be used on the work by the contractor without the permission in writing of the B.D.O and then only in the manner and to the extend prescribed. Where explosives are used the same shall be stored in a special magazine to be provided by and at the cost of the contractor who shall be liable for all damages, loss or injury to any person or property and shall be responsible for complying with all the statutory rules and regulations prescribed by the Chief Inspector of Explosive.

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It is the responsibility of the contractor to procure explosive required for the work. However, the department may extend necessary possible help for procuring explosive license. No claim will however be entertained for delay failure in rendering such help by the Department.

- 3.10** The contractor shall in connection with works provide and maintain at his own cost all lights, security guards, fencing and watching as and where necessary or required by the Executive Engineer or his representative for the protection of the works or for the safety and convenience of the public or others.
- 3.11** The contractor shall indemnify the department against all losses and claims for injuries or damages to any person or property what-so-ever which may arise out of or in consequence of the construction and maintenance of the works and against all the claims, demands, proceedings, costs charges and expenses what-so-ever in respect of or in relation there to.
- 3.12** The contractor shall abide by the C.P.W.D. safety code introduced by the Government of India, Ministry Housing & Supply in standing orders No.-44-250 dated 25-11-57 which can be seen in the office of the B.D.O, on any working day during office hours.
- 3.13** The contractor shall abide by "Fair Wages" clause in accordance with the Government of Orissa, Works and Transport Department letter No. A - VIIIIR- 18/52/25 dated 26-02-55 and No. IIM - 56/51-28845 (A) dated 27-09-61 and Workmen's Compensation Act. 1923 and other laws as may be introduced by the Government from time to time.
- 3.14** The contractor in accordance with the requirement of the Department afford all reasonable opportunities for carrying out their works to any other contractors employed by the Department and their workmen and to the workmen of the department and of any other duly constituted authorities who may be employed in the execution on or near the site of any work not included in the contract or of any contract which the department may enter into in connection with or ancillary to the works.
- 3.15** The contractor shall at his own expenses provide and maintain all the constructional plant, temporary works, materials both for temporary and for the permanent works, labour transport to or from the site and in and about the works and other things of every kind required for the construction, completion and maintenance of the works.
- 3.16** The Deptt. may supply materials as are available with them but the contractor shall keep himself in touch with the day-to-day position regarding the supply of the materials from the B.D.O and to so adjust the progress of the work that their labour may not remain ideal nor may there be any other claim due to arising out of the delay in obtaining the materials. It should be clearly understood that the contractor is solely responsible to make his own arrangements for all the materials required for the completion of the work in time.
- 3.17** On the completion of the work, all rubbish, debris, vats, tanks materials and temporary structures of any sort or kind used for the purpose of/or connected with its construction are to be removed by the contractor and all pits and excavations filled up at his own cost and his site handed over in a tidy and workmen like condition and the final payment in settlement of accounts for the said work shall be held to be due or shall not be made to the contractors till such site clearance shall have been effected by him and such clearance may be done by executive engineer at the expense of the contractor in the event of his failure to comply with provisions within 7 days after receiving notice in writing from the Engineer -in-charge to that effect if it becomes necessary for the Engineer- in-charge to have the site clearance done as indicated above at the expense of the contractor, the department shall under no circumstances be held liable for any losses or damages to such of the contractors property as may be on such site due to such removal there from, removal of which may be effected by means of public sale of such materials and property or in such way as deemed fit and most convenient to the B.D.O.
- 3.18** The contractor shall have to submit to the Engineer-in-charge fortnightly return of labour both skilled and unskilled as employed by him on the work in the proforma to be prescribed by the PD DRDA.
- 3.19** The contractors are required to quote their rates for all the items noted in the schedule of quantities. The Deptt. reserves the right of deciding the type of the structure construction to be constructed and contractor shall abide the decision of Deptt. In case of alternative items or items occurring in the tender the B.D.O and PD DRDA, Mentioned in Column No. 8 of TCN may order to execute any of such item or items at which direction, and the contractor shall not have choice in his decision to his advantage.
- 3.20** The rates in the tender will be deemed to include cost of all materials including loading unloading, leads, lifts, taxes, royalties etc. and in other charges whether the materials are issued the Deptt. or arrange from any other sources by the contractor.

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1 The contractor shall supply sample of all materials, free of cost before procurement for the work for testing acceptance as may be required by the B.D.O.

3.22 The contractor shall uncover any part or parts of the works or make opening in or through same as the B.D.O may from time to time direct for testing and shall reinstate and make good such part or parts to the satisfaction of the Engineer-in-charge.

3.23 The Engineer-in-charge during the progress of the works has power to order in written in the site order book, so maintained at the site of work by the contractor in the form prescribed in the Deptt. From time to time.

- a) The removal of any materials from the site within such time or times as may be specified, which in the opinion of the Engineer-in-charge are not in accordance with the specification.
- b) The substitution of proper and suitable materials.
- c) The removal and proper re-execution of any work in respect of materials workmanship which in the opinion of the Engineer-in-charge is not in the accordance with the specification.

3.24 Either during the execution or after the completion of the work, contractor shall arrange in his own cost requisite equipments for testing the structures, if found necessary by the Engineer-in-charge and bear the entire cost of such tests conducted as per the direction of the Executive Engineer.

3.25 The contractor shall on the written order of the B.D.O suspend the progress of the work or any part thereof for such time or times and in such manner as the Engineer-in-charge may consider necessary and shall during such suspension, properly protect and secure the work as far as is necessary in the opinion of the Engineer-in-charge. No claim in this regard will be entertained.

3.26 The contractor after award of the work shall commence the work at site within the period prescribed by the Engineer-in-charge and shall also maintain proportionate progress. The contractor should bear all expenses and charges of special or temporary road required by him in connection with access to the site. Subject to any requirement in the contract as to the completion of any portion of the works before completion of the whole, of the works shall be completed within the time stated in the contract.

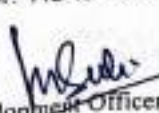
3.27 The B.D.O shall make any variation of quality or quantity of the works or any part thereof that may in his opinion be necessary and for that propose or it for or any other reasons. It shall in his opinion be desirable. If due to such alteration or additions any item or items of works are to be executed which are not specially covered by the contract then the same may be taken up departmentally through job work agreements with the same contractor or separate piece workers or through master rolls at the prevailing schedule of rate at or rates approved by the B.D.O. When the extra or additional items are executed through the same contractor he shall give in writing his willingness to accept the prevailing schedule of rate or the rates approved by B.D.O B.M.Pur prior to taking up the work.

It is to be clearly understood that no claims what-so-ever will be entertained as regards the extra or less quantity of work against the items provided in the contract or extra items of work done under written order of the B.D.O. The rate in the latter case being the prevailing schedule of rates or the rates approved by the B.D.O B.M.Pur. If the contractor executes the extra items but fails to give in writing his willingness to accept the prevailing schedule of rates the decision of the PD DRDA, will be final as regards rates admissible, which will be binding on the contractor.

a) GST on finished products shall not be paid separately. If any such tax is levied, the contractor shall bear the same. The contractor should accordingly quote the rate. No special conditions on this issue will be entertained. They should also give an under taking on this point as indicated below: Certified that the rates quoted by me are inclusive of GST on finished work. No extra amount shall be claimed.

3.28 Normally the Department will not supply any material required for the work to the contractor. In case material like Steel or Bitumen is supplied the following provisions shall apply. Such materials as per Annexure A, if available with Deptt. may be supplied to the contractor at the direction of the Deptt. at the place & at the rates as noted against each. The contractor may satisfy himself about the quality & quantity of materials at the time of issue. In case of non-supply of these materials for any reason what-so-ever it shall be the responsibility of the contractor to procure such materials (to be approved by the Engineer-in-Charge) from the market & complete the work within the stipulated time. No monetary claim or compensation of any kind what-so-ever will be entertained by the Deptt. nor this can be taken as a plea by the contractor to apply for extension of time to complete the work. The safe custody & up keep of the materials so issued by the Deptt. will be the sole responsibility of the contractor. He is also to bear in addition, all the incidental charges such as transport, storage, handing of material.

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The Deptt. have the right to supply at any time in the interest of work any departmental materials to be issued in the work in addition to those mentioned in appendix (A) and the contractor shall use such materials without any controversy or dispute on the account.

3.30 The rate of such materials as supplied under clause 3.28 and 3.29 will be at the stock issue rate fixed by the Deptt. or market rates prevalent at the time of supply which ever is higher.

3.31 The contractor may take delivery of departmental supply of materials according to his need for the work issued by the sub-divisional offices. The contractor shall make all arrangements for proper storage including cost of store sheds required for the purpose and providing for watching arrangements at his expenses.

The deptt. is not responsible for any effect due to issue of materials. Under any short contingency if the contractor stops or delay the execution of work relevant penalty clause as per F-2 agreement will be enforced.

3.32 The contractor will responsible for the misuse, loss or damage due to any reason may what-so-ever of any departmental materials supplied to him the execution of the work. Case of such loss damage or misuse, recovery at the rate of five times the cost of the materials issued will be deducted from the bills or his other dues.

3.33 (A) In case of departmental supply of Bitumen and Emulsion, the cost of empty bitumen drum basing on quantity issued will be deducted @ Rs 100/- (Rupees One Hundred) only per drum. In case of emulsion bitumen the cost of empty emulsion bitumen drum will be deducted @ Rs 200/- (Rupees Two Hundred only) per drum.

(B) No return of empty bitumen drum/empty emulsion bitumen drum /empty cement bag to the department is permissible.

(C) The differential cost of cement in case of lesser consumption due to design mix in comparison to the provision in the sanctioned estimate will be deducted from the contractor bill at the estimated rate of cement.

(D) All tests required for the work are to be conducted in Govt. laboratory only.

3.33 Machinery if available may be issued by the direction of the Deptt. contract on hire at daily or hourly rates as per appendix - B, without POL subject to condition that the contractor execute in advance an agreement with the Engineer-in-charge as per the circular letter No. vide work Deptt. letter No. 8949 dt. 03-02-89.

3.34 The contractor will refund the machinery taken by him for use in the work in good serviceable condition to the issuing store at his own cost.

3.35 The hire charges will be calculated from the date of issue to the date of return.

3.36 DELETED

3.37 METHOD OF ISSUE OF MATERIALS.

(a) (i) M.S. rods, plates, structural and High Tensile Steel bars if issued will be supplied in length and sizes as available in the stock.

For payment of reinforcement the steel including authorized lappages shall be measured in lengths of different diameters as actually used (including hooks and bends) in the work correct to a cm and their weight calculated on the sectional weights/ area prescribed by the Indian Standard specifications wastages, spacer bars and unnecessary lappages will not be paid for. Annealed steel wares used for bindings shall not be measured, its cost being included in the rate of reinforcement.

(ii) The contractors will have to bear the charges of straightening, cutting, bending, binding, tying, jointing, welding etc. to required sizes without any extra cost to Govt. No cut pieces of M.S. Angles, M.S. Rods, joists etc. less than one meter in length will be accepted back as surplus and all this will be contractors property. Cut pieces of more than 1 meter in length will be returned by the contractor at the issuing store without any conveyance charge.

(b) Bitumen will be supplied in bulk or in standard drums as available.

(d) HIGH TENSILE STEEL

(a) H.T Steel may be supplied by Department as required, if available in the Departmental store. The steel will be supplied in lengths as received from the manufacture.

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b) The contractor shall within the period stipulated by the B.D.O submit an estimate of his total requirement of steel. Normal requirement of only about month's work will be supplied lived in advance. Stock piling of H.T Steel on the work site will not be allowed at any time and specially before and during monsoon.

(c) Special care will be taken by the contractor to store the H.T steel under suitable shed easy approved by the Engineer -in -charged. He or his authorized representative should always have easy access to the store yard for inspecting the H.T steel and satisfy themselves regarding the condition there of. Any modification suggested by them shall be scrupulously followed by the contractor.

(d) H.T steel shall always be protected from rusting by suitable sealing the same which shall be removed just before the steel is being used. During monsoon days the H.T. steel shall be kept, as far as practicable, in airtight store at the expense of the contractor.

(e) The contractor shall at all times maintain record showing the basis of the indents, the receipts and the utilizations of the H.T. steel supplied by the Deptt. These shall for all times be open for inspections by the Engineer or his authorized representative also no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental damage so called will have to be made good by the contractor at his own cost.

3.38. CONDITIONS FOR ISSUE FOR PLANT AND MACHINERY TO CONTRACTORS ON HIRE

3.38.1 The contractors must have adequate plant and machinery of their own for the work. The department shall not take any responsibility to supply plant and machineries to the contractor. No claims on account of non-supply of plant and machinery by the department shall be entertained and no extension of time on this ground be entertained. If at any time, the contractor desires, through a written application to avail the plant and machineries of the department, those can only be spared, if available with the department. He has to utilize the same at two times of the prevailing hire and running charges of the department enclosed with this D.T.C.N.

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

3.38.3 All transit and incidental charges in connection with the dispatch of tools and plants and machinery from workshop shed / deposit return there to will be born by the contractor.

3.38.4 The hire charges shall be recovered at the prescribed rates from and inclusive of the date the plant machinery is made over up to an inclusive of the date of its return even through the same day may not have been utilized for any reasons 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 gets out of order requiring major repairs.

3.38.5 The higher charges are clock hours. In case of tar boilers, hot mix plant and any other machinery requiring similar preparation the working hours will include the time required to make up the boiler temperature and bringing plant to the operating conditions before the actual start of work.

3.38.6 The machine will work in shifts of 8 hours each. Extra charges towards over time wages of any of the operating and maintenance staff will be livable. These charges will be fixed by the engineer in charge from time to time. In no case the tools and the plants shall be operated beyond 8 hours in any shift without prior written permission of the engineering in charge.

3.38.7 The contractors shall releases the plant and machinery as and when required for periodical servicing and maintenance. He shall all so provide any labour and water source for washing the plant in the case of concrete mixers, pavers and similar such equipments, the contractor shall arrange to gate hopper cleaned and the drum etc. washed at the close of work each day.

3.38.8 The plant and machinery once issued to a contractor shall not be returned by him on account of lack of arrangement of labour and materials etc. on his part. The same will returned only when they required measure repair or when in the opinion of the engineer in charge the work or a portion of work for the same was issued is completed.

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3.38.9 The tools and plant shall, while in transit and in the custody of contractor be at his sole risk and responsibility for damages and / or loss except fair wears and tears. The damage or loss as assessed by engineering in charge shall made good by the contractor. In the event of a disagreement as to the extent of damage of the value of articles loss, the decision of the superintending engineer shall be final. The contractor shall on or before the supply of the plant and machinery sign an agreement in indemnifying the government against loss or damage to the machine. The contractor shall all so be responsible for any claim for compensation for loss of life, injury or damage to property etc. arising from any cause what so ever the contractor shall provide full time choukidar for guarding the plant and machinery at site.

3.38.10 If the articles are not return within the sate originally specified or extended by the engineering in charge, in addition the normal higher charge, a surcharge equal to 10% of the higher charge will be levied for the period that the machinery is not returned. Such period will be treated as working time and charged as working time.

3.38.11 In the event of the non returned of machinery , the full value of the article at the current market price will be recover form the contractor or outstanding or any bill that may became due in respect of his other works under the state public works department. The superseding engineer shall be final in case dispute.

3.38.12 Formal agreement : the contractor , before taking the poison of the machinery enter in to an agreement with the anger in charge or his nominee in the form attached

3.38.13 Log books for recording the hours of daily for each of the plant and machinery supplied to the contractor maintained by the department and will be attested by the contractor or his authorities agent daily . In case of contractor contest the correct ness of the entails and / or fails to sign the log book , the decision of the engineer in charge shall be final and binding on him .Hire charge will be calculated according to the entries in the logo book and will be binding and the contractor .

AGREEMENT FOR LOANS OF GOVERNMENT TOOLS AND PLANTS .

This agreement made theof the two thousand(here in after reformed to as " the hirer" which exertion shall unless excluded by or repugnant to the contest included heirs , excitors administrators and assigns) of the one part and the government of Orissa (here in after refer to as the governor which expression shall unless excluded by or repugnant to the context included succeed office as assigns) of the other part.

Where as the hirer desires of hiring the tools and plant of the publics work department of Orissa government and more particularly specified in the schedule here under between here in after refer to as "the tools and plants".

And where as government has agreed to late in hire the tools and plant to the higher and terms and condition here in after mentioned

Now it is here by agreed by the between the parties here to was follows

(1)In consideration of the agreement that the higher charges be recover from there bills for works excuted 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 government agrees to let the hirer tools an plant for period of ----- to be computed form the date of delivery of the tools and plant to the hirer at the public works department workshop at -----

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

(3)The hire shall not transfer, assign or sublet or in any way part within the tool and the plant or any part thereof without the precious written approval if the engineer-in -charge.

(4)On the expiry of the period the hire, the hire shall return the tools and plant to the public works department s and workshop/store----- in the same good condition in which they received by him.

(5)In the event of the tools and the plant not being returned on the expiry of the above mentioned period , the hirer shall without prejudice and fancy 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 .

(6)The tools and plant shall be open for inspection at all times to the officer of the government

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(7) The hirer shall not operate the tools and plant so hired for more than one shift/two shift of 8 hours each per day without the prior sanction of the engineer in charge. If the hirer operates the tools and plant beyond the aforesaid limit with the prior sanction of the Assistant Engineer, shall pay to government additional hire charges as well as over time 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.

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

(9) Normally the tools and plant will be supplied with operating staff.

(10) The hirer shall be responsible for any claims for compensation for loss of life, injury damage to property etc arising due to any cause whatsoever during the period the machinery his charge.

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

(12) The hirer shall make good any loss or damage arising out of cases other than fair wear and tear to the tools and the plant during the period of hire. The cost recoverable from the hire 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 satisfaction of the said engineer in charge the officer 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 said engineer in charge on demand such an amount shall be necessary to make good the loss or damage failing which the same will be recover from his dues as in case of hire charges.

(13) On the breach of any term or condition of this agreement by the hirer the engineer in charge shall be entitled to demand the return of the tools and the hirer shall return the tools and plant 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 period the tools and plant are detained provided that the maximum penalty shall not exceed the cost of replacement of the tools and plant.

(14) In the case of any dispute between the hirer and the government the decision of the superintending engineer shall be final.

(15) In case any question, dispute or difference shall arise between the engineer in charge and the hirer as to what additions it any ought in fairness to be made the amount of the hire be reason of breakdown of the machinery, shut down of the work due to reasons beyond the control of hirer through no fault of the hirer also so due to the increase in quantities of the work beyond that included in the contract or due to any other matter or thing arising under or out of this contractual except as to the matter left to the sole decision or requisition of the engineer in charge under the clause in the contract then such question, dispute, difference should be referred to the arbitration arbitrator shall be equivalent to a final decision of the matter.

(16) This agreement shall be operated by the engineer in charge on behalf on the government and the term engineer in charge shall include all officers duly authorized by him to exercise powers in his behalf.

THE SCHEDULED

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

In witness whereof the hirer and the Engineer in charge has for and on behalf of the Governor of the State have set their respective hand the day and the year herein above written.

Signed by :

Tenderer


Block Development Officer, B.M.Pur

1. Signed sealed and delivered in the presence of

2.

1. CONSOLIDATED STATEMENT OF HIRE CHARGES OF DIFFERENT TYPES OF MECHINERIES & EQUIPMENTS

**BASIC RATES
(B) USAGE RATES OF PLANT & MACHINERY**

Sr. No.	Description of		Output of Machine		Usage Rates in Rs.	
	Machine	Activity	Unit	Output	Unit	Rate
PM-001	Air Compressor 210 cfm	Supplying compressed air	cfm	210.00	per hour	
PM-002	Batch mix HMP 40-60 TPH	BM, DBM, SDBC, PM	t/h	50.00	per hour	Input Rate
PM-003	Batch type HMP 30/40 TPH	BM, DBM, SDBC, PM	t/h	35.00	per hour	Input Rate
PM-004	Bitumen boiler oil fired	Bitumen Spraying	litre / h	400.00	per hour	
	200 litre					
	1000 litre					
PM-005	Bitumen emulsion pressure distributor	Applying bitumen tack coat	sqm/h	1750.00	per hour	
PM-006	Concrete mixer 0.28/0.4 cum	Mixing of ingredients	cum/h	2.50	per hour	
PM-007	Crane upto 8T	Lifting of materials			per hour	
PM-008	Dozer D 50	Dozing cutting	cum/h	200.00	per hour	
			cum/h	100.00		
PM-009	Electric generator set, 125 KVA	Electricity generation	KVA	100.00	per hour	
PM-010	Emulsion Sprayer with Tractor	Spraying of Emulsion			per hour	
PM-011	Front end-loader 1 cum bucket capacity @ 45 cum/hour	Loading Aggregates	cum/h	25.00	per hour	
		Loading Soil	cum/h	60.00		
PM-012	Hydraulic broom with tractor	Surface cleaning	sqm/h	1250.00	per hour	
PM-013	Hydraulic Excavator 1.0 cum	Excavation	cum/h	60.00	per hour	
PM-014	Hydraulic self propelled chip spreader	Surface Dressing	sqm/h	1500.00	per hour	
PM-015	Jack Hammer with tractor	Pavement breaking & rock drilling	cum/h	05. to 1	per hour	

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PM-016	Joint Cutting Machine with 2-3 blades	Cutting of Joints	h		per hour
PM-017	Mixall 6-10 t capacity	Mixing of bituminous materials	t/h	8.00	per hour
PM-018	Tractor with ordinary grader	Scarifying & levelling	cum/h	200.00 50.00	per hour
PM-019	Needle vibrator	Vibrating cement concrete mix	cum/h	3.50	per hour
PM-020	Paver finisher	Laying/spreading	t/h	75.00	per hour
PM-021	Plate compactor	Compaction	cum/h		per hour
PM-022	Plate vibrator	Compaction	cum/h		per hour
PM-023	Screed vibrator	Compaction	cum/h		per hour
PM-024	Smooth wheeled 80-100 kN tandem roller	Compaction of Sub-base/ Asphalt	cum/h	30.00	per hour
PM-025	Stone crusher (Integrated) of 200 TPH	Crushing of Spalls	t/h	200.00	per hour
PM-026	Three wheel 80-100 kN Static Roller	Compaction/ Rolling			per hour
		Earth - Embankment or sub-grade	cum/h	80/70	
		Sub-base G-I	cum/h	10.00	
		Sub-base G-II/G-III	cum/h	8.00	
		WMM	cum/h	16.00	
		BUSG	cum/h	10.00	
		BM 50/75 mm	cum/h	12.00	
		Premix 20 mm	sqm/h	250.00	
		Seal Coat	sqm/h	500.00	
		Surface Dressing 1st Coat	sqm/h	400.00	
		Surface Dressing 2nd Coat	sqm/h	500.00	
PM-027	Tipper 5.5 cum/10 t	Carriage	cum/trip	5.50	per hour
PM-028	Tractor with Disc Harrows	Pulverisation of soil	cum/h	80.00	per hour
PM-029	Tractor with ripper @ 60 cum per hour	Ripping Pavements, uprooting trees	cum/h	60.00	per hour
PM-030	Tractor with trolley	Transportation of materials	t/trip	3 to 5	per hour
PM-031	Tractor with Rotavator	Scarifier	cum/h	25.00	per hour
PM-	Truck 10 t capacity	Carriage	cum/trip	5.50	per

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				hour	
PM-033	Vibratory roller 80-100 kN	Compaction of soil WMM	cum/h	100.00	per hour
		Compaction of BM	cum/h	60.00	
PM-034	Water tanker 6 kl capacity (Truck Mounted)	Carriage of water	litre / h	6KL	per hour
PM-035	Wet mix plant (Pug Mill)	Wet Mix	cum/h	25.00	per hour

3.39 The contractor should at his own cost arrange necessary tools and plant required for efficient execution of work and the rate should inclusive for running charges of such plant and cost of consumables.

3.40 Tenders containing extraneous conditions not covered by tender notice are liable to be rejected. The tender should be strictly in accordance with the items mentioned in the call notice. Any change in warning will not be accepted.

3.41 The contractor will be responsible for the loss or damage of any departmental material or machinery during transit and the execution of the work due to any reasons what-so-ever and the cost of such materials will be recovered from the bill at stock issue rates or market rates which-ever is higher.

3.42 From the commencement of the works to be completion of the same there to be under contractors charge. The contractor is to be held responsible to make good all injuries, damage and repair occasioned or rendered necessary to the same by fire or other causes and they are to hold Governor of Orissa harmless for any claim for injuries of person or for structural damage to property happening from any neglect, default want of proper care or misconduct on the part on the part of the contractor or any one of 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 and damage so caused will have to be made good by the contractor at his own cost.

3.43 It shall be presumed that the tender has satisfied himself as to the nature and location of works, sub-soil strata and local conditions particularly those bearing on transport availability storages and handling of materials, whether conditions, monsoon conditions, current in the river and availability of sweet water etc. and has estimated his cost accordingly. Deptt. will bear no responsibility for the lack of acquaintance of those conditions on the part of the tenderer. The consequences of the lack of such knowledge will be at the risk and cost of the tenderer.

3.44 The information and data shown in the contract documents are meant for general guidance only. The Deptt. will not be responsible for the strict accuracy thereof or for any deductions, interpretation, conclusion drawn there from by the tenderer.

3.45 The Engineer-in-Charge has full power to require the removal from the promise of materials which in his opinion are not in accordance with the specification and in case of default engineer is to be at liberty to see such materials and to employee and other person to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer is also to have full power to require other proper material to be substituted and in case of default the Engineer may be cause the same to be supplied and all costs which may attend such removal and substitution are to the borne by the contractor and may be recovered from the sale proceed of such rejected materials when necessary, the balance if any, being kept in deposit in the contractor favour.

3.46 If in the opinion of the Engineer-in-Charge any of the work had been executed with improper materials or defective workmanship the contractor, when required by the B.D.O with, is to re-execute the same and to substitute proper materials and workmanship and in case of default of the contractor is so doing within a week the engineer is to have the full power to employ other persons to re-execute the work and the cost thereof shall be borne by the contractor.

3.47 The Engineer-in-Charge or any other officer authorized by the Deptt. is to have at all time access to the work and the works shall be entirely under his control. He may requires the contractors to dismiss any person in the contractors employment for that works who may be in competent or who may misconduct himself and the contractor shall comply with such a requisition. Should the contractor not comply within one week this requisition for dismissal, the Engineer-in-Charge will have the power of closing down the work.

Provided that if the employed concerned of the Chief Agent of the contractor an appeal may be made by the contractor to the PD DRDA against the order of dismissal passed by the engineer within seven days of the order and the decision of the PD DRDA on this point shall be final and conclusive.

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If the PD DRDA upholds the order of dismissal passed by the B.D.O and the contractor does not comply within three days from the date of communication of the PD DRDA order with the requisition for dismissal the engineer will have power of closing down the work. When the work is closed down under the above provision the contractor shall have no claim to any compensation from the department either for loss of time, damage of materials, loss of money by wages hire interest etc. for any cause.

3.48 The contractor is to vary or deviate from the approved drawing or specification or execute any extra work of any kind whatsoever unless upon the authority of the Engineer-in-Charge to be sufficiently shown by an order in writing or a drawing expressly given and signed by him as an extra or variation or by any subsequent written approval signed by him.

3.49 Any authority given by the Engineer-in-charge for any alterations or additions in or to the work is not to vitiate the contract but additions, omissions, alterations or substitutions made in carrying out the work are to be measured and valued and certified by the B.D.O and added to or deducted from the amount of the contract as the case may be at approved rates of the particular item of work.

In those cases in which such rates do not exist the PD DRDA will fix the rates to be paid. In case of any dispute the matter may be referred to the PD DRDA whose decision shall be final and binding.

3.50 All works and materials brought and left at site by contractor or by his orders, for the purpose of the property of the Govt. of the Orissa and the same are not to be removed or taken away by the contractor or any other person without the special permission in writing of the Engineer-in-charge but the Governor of the Orissa will not be liable for any loss or damage which may happen to or in respect of any such.

3.51 Any defects, shrinkage or other faults which may be noticed within 24(Twenty Four) months from the completion of the work arising out of defective or improper materials or workmanship are upon the direction of 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 decide that they ought to be paid for and in case of default the cost of making good the work shall be recovered from the contractor.

3.52 A certificate of the B.D.O or an award of the referee here in after referred to as the case may be showing final balance due or payable to the contractor is to be conclusive evidence of the works having been duly completed and that the contractor is entitled to receive payment of the final balance but without prejudice to the liability of the contractor, under the provision clause.

3.53 For the purpose of the jurisdiction in the event of dispute if any, the contract shall be deemed to have been entered into within the State of Orissa and it is agreed that neither party to the contract shall be competent to bring suit in regard to the matter by the contract at any place, outside the State of Orissa.

3.54 If at any time after the commencement of the work, the Governor of Orissa shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from execution of the work in full but he did not derive in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alteration having been made in the original specification drawing designs and instruction which all involve curtailment or increase of the work as original contemplated.

3.55 USE OF SITE

The contractor shall at his own expenses make all necessary arrangement for lands and their reclamation if any where necessary for stores, field office having sweet water supply and similarly arrangement required for his materials and his employees etc. and shall pay direct all charges and taxes to the authorities and owner concerned

The contractor shall have to abide by the regulation of the authorities concerned as well as the direction of the Engineer of the use of the site of work and should refrain causing undue obstruction traffic in the river.

3.56 PROGRESS SCHEDULE

The contractor shall furnish within fifteen days from the date of order to start the work, a progress schedule in quadruplicate indicating of start, the monthly progress expected to be achieved and the anticipated completion date of each measure item of work to be done by him, also indicating procurement and setting of materials plant and machinery for the completion of the whole work in the time limit and of the particular items, if any in the due dates specified in the contract and shall have the approval of the Engineer-in-charge. Further the dates for the progress in this schedule shall be kept up. In case it is subsequently found necessary to alter the

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...chedule, the contractor shall submit in good time received incorporating necessary modifications purposed and the same approved by the Engineer-in-charge. No received schedule shall be operative without such acceptance by writing. The Engineer-in-charge is further empowered to ask for more detailed schedules or schedules week by week for any item or items and the contractor shall supply the same as and when asked for.

3.57 The contractor shall take all necessary precautions for the safety of the worker and preserving their health working in such jobs as required special protection and preparation. The following are some of the requirement listed. The same are not executive and the contractor shall augment those precautions on his own where necessary and shall comply with the direction issued by the Engineer-in-charge in this behalf from time to time and at all times.

- (i) Providing protecting foot wear and head wear to worker in situation like mixing and placing mortar or concrete, in quarries and places where the work done is and too much in wet condition.
- (II) Providing protecting head wear to workers near equipments, cassion, launching etc. to protect them against accidental fall of materials from above.
- (iii) Taking such normal precautions like providing hand rails at the edges of the floating platforms or cargos allowing rails and metal parts or unless timbers to spread around etc.
- (iv) Supporting workmen will use proper belts, rope etc. when working in any plants, cranes hoists and dredger sets.
- (v) Taking necessary steps towards training the workers concerned in the use of machinery before they are allowed to handle it independently and taking all necessary precautions in and around the areas where machines, hoist and similar units are working.
- (vi) Providing adequate no. of boats for playing on the river during floods if work is under progress to prevent over load and crowding.
- (vii) Providing life belts to all men working at all such situations from where they may accidentally fall into the water and equipping the boats with adequate no. of life buoys etc.
- (viii) Avoiding bare live wires etc. as would electrocute workers.
- (ix) Making all platforms staging and temporary structure sufficiently strong and not causing the workmen, supervisory staff to make under risk.
- (x) Providing sufficient first and trained staff and equipment to be available quickly at the work site to render immediate first aid treatment in case of accident due to suffocation, drawing and injuries.
- (xi) Taking all necessary precautions with regard to use of driver if necessary.
- (xii) The workers engaged on risky jobs should be adequately insured.

3.58 No claim for idle labour etc. on any account will be entertained by the department.

3.59 The approval of the PD DRDA on the design method and specification adopted in the bridge shall not absolve the contractors of his responsibility for the soundness of the structure or the efficiency of its execution.

3.60 The contractor shall have to make and maintained all diversion including light barriers etc., as directed by the Engineer-in-charge if construction of the bridge disturbs the traffic.

3.61 The persons or firm submitting the tender should see that the rate in the above schedule are filled up by the Engineer-in-charge on the issue of the form prior to the submission of the tender.

3.62 Before issue or the above materials to him, the contractor shall furnish Bank guarantee of any of the Nationalized Banks located at Mentioned in Column No. 8 of TCN for a sum equal to the cost of materials. The Bank guarantee should be valid for the entire period of agreement. The same may be refunded to the contractor only after the materials supplied to him are fully utilized in the works and cost thereof recovered from his bill(s) in full or - if the materials are partly utilized materials are returned by him to the department in full and in good condition and receipt thereof duly acknowledged by the concerned department officer.

3.63 The clauses of printed from of F-2 contract with latest addition/ deletion/ corrections/substitution etc. will also be binding.

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ORISSA PUBLIC WORKS DEPARTMENT
(Form F-2)

ITEM RATE TENDER AND CONTRACT FOR WORKS

General Rules and Directions for the guidance of contractors

1. All works proposed for execution by contract will be notified in a form of invitation to tender passed on a board hung up in the office of and signed by the B.D.O.
This notice will state the work to be carried out, the items and approximate quantities thereof as well as the date of submitting and opening of tenders also the amount of earnest money to be deposited and the amount of the security deposit to be deducted from bills. Copies of the specification, designs & drawings and any other documents required in connection with the submission of tender signed for the purpose of identification by B.D.O shall also be open for inspection by the contractor at the office of the B.D.O during office hours.
2. In the even of the tender being submitted by a firm it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so.
3. Receipt for payments made on account of work, when executed by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts of the firm.
4. The memorandum of work tendered for and the memorandum of materials to be supplied by the Public Works Department and their issue rates shall be filled in and completed in the office of the B.D.O before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.
5. The amount of earnest money to be deposited will be One percent of the tendered amount.
6. Any person who submits a tender shall fill up the usual printed form stating at what rate he is willing to undertake each item of the work. Incomplete tender and tenders which purpose any alternation in the work specified in the said form of invitation to tender or which contain any other conditions of any sort, or omit to note the time within which he work can be finished, or which are not accompanied by a treasury challan for the required earnest money will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tender shall bear the name of the work to which they refer written outside the envelop. Cash deposits for earnest money hereinbefore mentioned shall be made in Government treasuries and the challan thereof should be enclosed with the tender.
7. The B.D.O or his duly authorized assistant will open the tenders in the presence of any intending contractors who may be present at the time and will enter the amounts of the several tenders in a comparative statement in a suitable form. In event of a tender being rejected the challan for the earnest money forwarded there with be returned to the tender with a pay order for the amount of the earnest money.
8. The Engineer shall have the right to reject all or any of the tenders.
 1. In the event of a tender being selected for acceptance, the Engineer who opened the tenders will if he is competent to accept the tender, inform the tenderer of the selected tender who shall thereupon sign copies of the specification and to the documents mentioned in rules 1 and 4 for the purpose of identification and for his acceptance with the tender. The tender of the selected tender shall also deposit the required amount of the security money with the prescribed time. If the tenderer fails to deposit the required amount of the security money within the prescribed time, the Engineer may reject the tender.

If the Engineer is not competent to accept the tender himself, he will inform the tenderer of the tender which he decides to recommended for acceptance. Such tenderer shall thereupon sign forth with copies of the specification and other documents mentioned in rules 1 and 4 and shall deposit the required amount of the security money within the prescribed time. The tender with the specification and other documents signed by the tender will then be forwarded for acceptance to the B.D.O who is competent to accept the same. If the said Engineer rejects the tender the security money deposited shall be refunded to the tenderer.
10. When a tender is selected for acceptance, the tenderer shall deposit the required amount of the security money in cash in the treasury and shall forward the challan to the B.D.O. Government securities may be endorsed to the B.D.O in lieu of a cash deposit of the required amount of the security money. No tender shall be finally accepted until the required amount of the security money has been deposited.

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The amount of security money to be deposited by the tenderer whose tender is selected for acceptance shall be 10 percent of the estimated value of the work and towards this amount the earnest money already deposited by him shall be credited. At least half of this security inclusive of the earnest money, shall be deposited by the tenderer within such time as may be notified to him in writing by the officer opening the tender, failing which the tender shall be liable to rejection.

Any balance of the security money outstanding after completion of the contract with the tenderer may be made up by deduction of 5% of the amount of each payment to be made to him under clause 7 of the conditions of contract for work done under the contract.

12. When tender has been selected for acceptance and the required amount of the security money has been deposited, the B.D.O shall scrutinize all pages of the form of item, rate, tender and contract for works to see that the form has been properly filled up and signed by the contractor and the signature witnessed. He shall then, if he is competent to accept the tender, sign the acceptance of the tender or if he is not so competent, shall send the form for signature of the acceptance to the officer competent to accept it.

TENDER FOR WORKS

I/We hereby tender for the execution for the Governor of Orissa of the work specified in the under written memorandum at the rates specified therein within a period of Years months from the date of written order to commence and in accordance in all respects with the specifications, designs, drawings and other documents referred to in rule. I hereof and subject to the annexed conditions of contract and with such materials as are provided for by, and in all other respects in accordance with such conditions so far as applicable

MEMORANDUM

- a) If several sub-works are included they should be detailed in separate list.
- b) Estimated cost Rs.
- c) Earnest money cost Rs.
- d) This deposit will be 5% of the estimated cost of the work.
- d) Initial security deposit (including earnest money) to Rs. be deposited before the commencement of the work.
- e) This percentage deduction from bills will be credited to the contractors security deposit.
- e) Percentage to be deducted from bill
(Rs.5% Rupees five percent)
(Rs.3% Rupees three percent)
- f) Time required for the work from the date of written order to commence months
- g) Date of written order to commence
- h) Total number of work tendered for

Item No.	Item of work	RATE TENDERED	Percentage
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[Signature]

	In Figures		In words
	Rs.	P.	

CONDITIONS OF CONTRACT

Clause 1 All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by, the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due or may become due to the contractor by Government on any account whatsoever and in the event of his security deposit being reduced by reason of any deduction or sale as aforesaid, the contractor shall within 10days thereafter make good in cash or Government securities endorsed as a aforesaid any sum or sums which may have been deducted from, or raised by, sale of the security deposit or any part thereof.

Clause -2 (a) The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the written order to commence work is given to the contractor. The work shall through out the stipulated period of the contract, be carried on with all due diligence (time being deemed to be of essence of the contract on the part of the contractor) and the contractor shall pay as compensation, an amount equal to ½ % on the amount of the estimated cost, if the whole work as shown by the tender for every day that the work remains un-commenced, or unfinished after the proper dates. The work should not be considered finished until such date as the B.D.O shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by the B.D.O or his authorized agents, are fully complied with by the contractor to the B.D.O satisfaction). And further, to ensure good progress during the execution of the work the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month: to complete one-fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed; one half of the work, before one half such time elapsed, and three fourth of work before three fourths of such time has elapsed, in the events of the contractor failing to comply with the condition, he shall be liable to pay as compensation an amount equal to one-third percent on the said estimated cost of the whole work for everyday that the due quantity of work remains incomplete provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceeds 10 percent on the estimated cost of the work as shown in the tender.

Compensation for delay

- b) i) To rescind the contract of which rescission notice is writing to the contractor under the hand of the B.D.O shall be conclusive evidence. 20% of the value of left over works will be realized from the contract as penalty.
- ii) Security deposit of the contractor shall be refunded only 12(Twelve) months after the date of completion of the work provided the final bill has been paid and defects, if any rectified.

Clause -3 In any case in which any of the powers, conferred upon the clause 2 hereof shall have become exercisable and the shall not be exercised. The non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such shall not withstanding be exercisable. In the event of any case of default by the contractor of which by any clause or clauses he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for the past and future compensation shall remain unaffected. In the event of the B.DO putting in force vested him under the preceding clauses he may, if he so desire, take possession of all or any tools, plants, materials and stores, in or upon the work, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution account at the contract rates, or in case of these not being applicable, at current market rates to be certified by the B.DO whose certificate thereof, shall be final otherwise the B.DO may by writing to the contractor or his

Power to take possession of or require removal of or sell contractors plants.

B.D.O by same powers future

clerk of the works, foreman or other authorized be require him to remove such tools, plants, materials or store from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the B.DO may remove them at the contractor's expenses or sell them by auction or private sale on account of the contractor and his risk in all respects, and the certificate of the B.DO as to the expenses of any such removal and the amount of the proceeds and expense of any such sale shall be final conclusive against the contractor.

Contractor remains liable to pay compensation if action not taken under clause.

Clause 4

If the contractor shall desire an extension of the time for completion of the work, on the ground of his having unavoidable hindered in its execution engineer within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid and the B.DO shall, if in his opinion (which shall be final) reasonable grounds be shown thereon, authorize such extension of time, if any, as may in his opinion be necessary or proper. B.DO shall at the same time inform the contractor whether he claims compensation for delay.

Extension of time

Clause 5

On completion of the work, the contractor shall be furnished with a certificate by the B.DO (here in after call the Engineer-in-charge) to be completed until the contractor shall have remove from the area of the premises to be distinctly marked by the B.DO in the site plan on which the work shall be executed, all scaffolding, surplus materials and rubbish, and cleaned off the dirt from all wood work, doors windows, floors or other part of any building in upon or about which the work is to be executed, or of which he may have possession for the purpose of the execution thereof nor until the work shall have been measure by the officer of the Public Works Department in accordance with the rules of the department whose measurements shall be binding and conclusive against the contractor. If the contractors shall fail to comply with requirements of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for completion of the works, the Engineer-in-charge mat at the expenses of the contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid, except for any sum actually realized by the sale thereof.

Final Certificate

Sub-Clause 5

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

Clause 6

A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month, and the Engineer-in-charge or his subordinate shall take the requisite measurement for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid the Engineer-in-charge or his subordinate shall measure up the said work in the presence of the contractor whose counter signatures of the measurement list will be sufficient warrant, and the Engineer-in-charge or his subordinate shall prepare a bill from such list which shall be binding on the contractor in all respects.

Payment on intermediate certificate to be regarded as advance & Bill to be submitted.

Provided that, if any balance of the 10% security is outstanding from each such payment shall be deducted so much, not exceeding 5% as may be necessary to make up the balance of the security. All immediate payments to the contractor shall be regarded as payments by way of advance against the payment only and not as payments for the work actually done and completed, and shall not

Deduction of Security deposits from Contractor's bills

such final

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preclude the required of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected, or be considered as an admission of the due performance of the contract, or any part thereof in any respect, or the actual of any claim nor shall it conducted, determine, of effect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement or adjustment of the accounts or otherwise or in any other way vary or affect the contract.

Clause 7

The final bill shall be prepared by the office of the Public Works Department in accordance within one month of the date fixed for completion of the work.

Preparation of Final Bill deposits from Contractor's bills

Clause 8

If the specification or estimate of the work provides for the use of any special description of material to be supplied from the Engineer-in-charge's store, or it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge under the conditions of this contract (such materials and stores, and prices to be charged therefor as hereinafter mentioned being so far as practicable for the convinces of the contractor, but not so as in any way to control the meaning of effect of this contract are specified in the schedule or Memorandum here to annexed), the contractor shall be supplied at the rates specified in the said schedule may set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract or otherwise or against or from the security deposit, or the proceeds of sale thereof, if the same is held in Government securities, the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall not on any account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-charge's store, at the prevailing market rate or at the issue rate whichever is less if by a notice in writing under his hand he shall so require, but the contractor shall not be entitled to return any such materials, unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage in or damaged to any such materials.

Clause 8-(a)

If a contractor removes any materials or stock so supplied to him from the site of the work in contravention of the provisions of this clause with a view to dispose of the same dishonestly, he shall, in addition to any other liability, civil or criminal, arising out of this contract be liable to pay a penalty equivalent to five times the price of the said materials of stock, according to the stipulated rate. The penalty so imposed shall be recoverable from any sum that may be then, or at any time thereafter may become due to the contractor, or from his security deposit, or the proceeds of sale thereof.

Clause 8-(b)

Owing to difficulty in obtaining certain materials in the open market the Government have undertaken to supply materials specified in the schedule here to annexed. There may be delay in obtaining materials by the department and the contractor is therefore, required to keep himself in touch with the day today position requiring the supply of materials from the Engineer-in-charge and to so adjust the progress of the work that there may not remaining idle nor may there be any other claim due to or arising from delay in obtaining the materials it should be clearly understood that no monetary claim what so ever shall entertained by the Government on account of delay in supply materials. However extension by the contractor vide also clause-5.

Clause 9

The contractor shall executive the whole and every and part of the work in the most substantial and workmen like manner and both as regards materials and otherwise in every respect in strip accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instruction in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access at such office and to work the contractor shall be entitled to have access at such office for the purpose of inspection during office hour and the contractor shall if he so requires be entitle at his own expenses to make or cause to be and instruction as aforesaid.

Work to be executed in accordance with specific instructions and designs do not invalidate the contract.

Clause 10

The Engineer in charge shall have power to make any alternation on or addition to the original specifications, drawings, designs and instructions that may appear to him necessary and advisable during the progress of work and the contractor shall be bound to carry out the work in accordance with any instruction which may be given to him in writing signed by the Engineer-in-charge a such alternation shall not invalidate the contractor and any addition work which the contractor may be directed to do in the manner above special work as part of the work shall be carried to do in the contractor on the same condition in all respects on which he agreed to the main work. The time

Rates of work not in estimate or schedule of rate,

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for the completion of the work shall be extended in the proportion. And if the addition work included any class work for which no rate is specified in this contract then such class of work shall be carried out at the rates entered in the sanctioned schedule of rates of the locality during the period when the work is being carried on and if such last mentions last mentioned class of work is not entered in the schedule of the date of his receipt of the order to carry out the work seven days of the date of his receipt of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to change for such class of work of work and if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable.

No deviation from the specification stipulated in the contract not addition items of work shall any altered addition or substitution work be carried out by him unless the rates of the substitution altered or additional item have been approved and fixed in within by the Engineer-in-charge. The contractor shall be bound to submit his claim for any additional work done during any month on or before the 15 days of the following month accompanied by a copy of the order in writing of the Engineer-in-charge for the additional work and that the contractor shall not be entitled to any payment in respect of such additional work if he fails to submit his claim within the aforesaid period.

Provided always that if the contractor shall commence work or incur any expenditure in regard thereof the rates shall have been determined as lastly hereinbefore mentioned, in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rate of rates as shall be fixed by the Engineer-in-charge. In the every of a dispute, the decision of the B.D.O of the circle will be final.

Clause 11

It at any item after the commencement of the work Government of Orissa shall for any reason whatsoever not required the whole thereof as specified in the tender to be carried out the Engineer-in-charge shall give notice in writing of the the contractor who shall have no claim to any payment or compensation which soever on account of any profit or advantage, which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out neither shall be have any original specification drawings, designs and instruction which shall involve any curtailment of the work as originally contemplated.

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

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Clause 12

If it shall appear to the Engineer-in-charge or his subordinate in-charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description, or that any materials or articles by him for the execution of the work and unsound or quality inferior to that contracted for or otherwise not accordance with the contract, the contractor shall on in writing from the Engineer-in-charge specifying the materials or articles complained of not withstanding that the same may have been inadvertently passed certified and paid for , forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may required, or as the case may be remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days, while his failure to do so shall continue and n the case of any such failure the Engineer-in-charge may rectify or remove, and re-executed the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respect of the contractor.

Action and compensation payable in case of bad work.

provided of a in demand work

Clause 13

All work under or in course of execution or executed in pursuance of the contractor shall at all times be open to the inspection or supervision of the Engineer-in-charge and his subordinates and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice or the intention of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor wither himself be present to receive orders and instruction have a responsible agent duly accredited in writing present for

Work to be open to inspection.

Contractor or responsible agents to be present.

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that purpose orders given to the contractors agent shall be considered to have the same force as if they had been contractor himself.

Clause 14

The contractor shall give not less than five day's notice in writing to the Engineer-in-charge or his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions therefore be taken before the same is so covered up or placed beyond reach of measurement and shall not cover up or place beyond reach of measurement, any work without the consent in writing Engineer-in-charge or his subordinate -in - charge of the work any work shall be covered up or placed beyond the reach or measurement without such notice having been given or consent obtained, then same shall be uncovered at contractor's expense, or in default thereof on payment or allowance shall be made for such work or the materials with which the same was executed.

Notice to be given before work is covered up.

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Clause 15

If the contractor or his work people, or servants shall break, deface injure or destroy any part of a building, in which they may be working or any road, fence, enclosure, or grass land or cultivated continuous to the premises on which the work or any is a being executed, or if any damaged shall happen work, while in progress from any cause whatever or imperfection become apparent in it within 24 months date of final certificate of its completion shall have given by the Engineer-in-charge, as aforesaid, the contractor shall make the same good at his expenses, or in default, the Engineer-in-charge may cause the same to be made good by other workmen, and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may be then, or at anytime thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof and the contractor shall be liable to pay any part of the expenses not so recovered by the Engineer-in-charge.

Contractor liable for damage done and for imperfection for 24 (Twenty Four) months after certificate.

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Clause 16

The contractor shall supply at his own cost all materials (except such special material, if any, as may in accordance with the contract, be supplied from the Engineer-in-charge's stores), plants, tools, appliances implements, ladders cordage, tackle scaffolding the temporary works requisite or proper of the proper execution of the work whether original, altered or substituted, and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not or which may be necessary for the purpose of satisfying or complying with the requirement if the Engineer-in-charge as to any matter as to which under this conditions, he is entitled to be satisfied, which he is entitled, to require together with carriage therefore to and form the work. The contractor shall also supply without charge the requisite number of persons with the means & materials necessary of he purpose of setting out works and counting, weighting and assisting in the measurement or examination at any time & from their to time or the work or materials. Failing his so doing the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contractor from his security. And in liable for damages arising from non-provision of lights fencing etc. deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precaution, and to pay any damaged and cost which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

Contractor to supply plant, ladders, scaffolding etc.

And is liable for damage arising from non provision of lights, fencing etc.

Clause 17

No female labour shall be employed within the limits of a cantonment. The contractor shall not employ for the purpose of his contract any person who is below the age of twelve years, and shall pay to each labour of the work done by such labour, wages not less than the wages paid for similar work in the neighborhood.

The B.D.O shall have the right to enquire into the decided any complaint alleging that the wages paid by the contractor to any labour of the work done by such labourer, wages not less than the wages paid for similar work in the neighborhood.

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

- (a) The contractor shall employ one or more Engineer Graduate or Diploma holder as apprentices at his own cost if the work as shown in the tender exceeds Rs 2,50,000/-. The apprentice's will be selected by the PD DRDA, 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 be not less than Rs. 2,50,000.00, 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 a manner so that the total expenditure does not exceed one percent of the tendered cost of the work.

(c) Special class contractor shall employ under him one Graduate Engineer and two Diploma holders 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 employment of such graduate engineers and diploma holders under the contractor shall be full time and continuous and they shall not be superannuated, retired, dismissed or removed personnel from any state government or central government service, public sector undertakings, private companies and firms or be ineligible for appointment of Govt. The contractor shall pay them monthly emoluments which shall not be less than the emoluments of the personnel of equivalent qualification employed under the state Govt. of Orissa. The Chief Engineer, Roads, Orissa may however, assist the contractor with names of such unemployed Graduate Engineer and Diploma holders if such help is sought for by the contractor. The name of such engineering personnel appointed by the contractor should be intimated to the tender received authority along with such tender as to who would be supervision the work.

Employment of Graduate Engineers and Diploma Holders

Each bill of the special class or 'A' class contractor shall be accompanied by and employment tool 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.

Contract may be rescinded and security deposit forfeited for subletting bridging or if contractor becomes insolvent.

Clause 18

The contract shall not be assigned or sublet without the written approval of the B.D.O. And if the contractor shall assign or subject his contract, or attempt to do so, or become insolvent or commerce any insolvency proceeding or make any composition with his creditor, or attempt to do so, or if any bribe, gratuity gift, loan, perquisite reward or advantage pecuniary or other wise, shall either directly be given, Promised or offered by the contractor, or any of his servant or agents to any public officer or person in the employ of Government in any way directly or indirectly interested in the contract, the B.D.O may there upon by notice in writing rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same concurrence shall ensure as if the contract had been rescinded under clause-3 hereof and in addition the contractor shall not be entitled to recover or to be paid for any work therefore actually performed under the contract.

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

Clause 19-

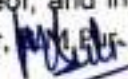
All sums payable by way of compensation under any to the these conditions shall be considered as reasonable compensation to be applied to the use of Government without reference to the actual loss or damaged sustained, and whether or not any damage shall have been sustained.

Clause 20

In the case of tender by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

Change in constitution of firm

In case of failure to notify the change in the constitution within fifteen days, the Engineer-in-charge may by notice in writing rescind the contracts and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure as it the contract has been rescinded under clause -3 hereof, and in

Block Development Officer, 

Clause 21 In addition the contractor shall not be entitled or recover to be paid for any works therefore actually performed under the contract. All works to be executed under the contract shall be executed under the direction and subject to be approval in all respect of the Superintending Engineer of the circle for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Clause 22 Deleted.

Lump sums in estimate

Clause 23 When the estimate on which a tender is made include lump sums in respect of parts of the work the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items or if the part of the work in the Engineer-in-charge may by his discretion pay the lump sum amounts entered in the estimate and the certificate in writing of the Engineer-in-charge shall be final and conclusive the provision of this clause.

Clause 24 In the case of any class of work for which there is no such specification as is mentioned in rule 1 such work shall be carried out in accordance with the circle specification and in the event if there be no circle specification then in such case the work shall be carried out in all respect in accordance with the instruction and requirements of the Engineer-in-charge.

Action where no specification

Clause 25 The expression "work" or "works" where used in these conditions shall unless there be something either in the subject or context repugnant to such construction be construed and taken to mean the work by or virtue of permanent and whether original altered substitute or additional.

Clause 26 Government shall be entitled to recover in full from the contractor any amount that the Government may be liable to pay under workmen's compensation Act VIII of 1923, to any workman employed in a course of executive of any part of the work covered by these contractors.

Definition of works

Clause 27 That for the purpose of jurisdiction in the event of dispute if any the contract should be deemed to have been entered into within the state of Orissa and it is agreed that neither party to the contract or agreement will be competent to bring a suit in respect of the matters covered by this contract at place outside the state of Orissa.

Clause 28 The department will have the right to inspect the scaffolding and centering made for the work and can reject partly or fully structure of found defective in their opinion.

Clause 29 Sanitary arrangement will be made by the contractor at this own cost for his labour camp.

Clause 30 The contractor shall bear all taxes including sales tax income tax royalty fair weather changes and tollage where necessary.

Clause 31 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 Office Memorandum no. 15847 dated 19.11.2019 of Works Department, Govt. of Odisha (Office memorandum enclosed)

Clause 32 After the work is finished all surplus materials and debris to be removed by the contractor and preliminary work such as vats, mixing platforms etc. are to be dismantled and all materials removed from site. The ground up to 30 m. (100 feet wide from the building) should be cleared and dressed.

FAIR WAGE CLAUSE

Clause 33

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The contractor shall not employ for the purpose of this contract any person who is below the age of twelve years and shall pay to each labour for work done by such labour fair wages.

Explanation - "Fair Wages" means wages, whether for time or piece work prescribed by the state Public Work Department provided that where higher rates have been prescribed under the minimum wages Act, 1948 wages such higher rates should constitute fair wages.

The B.D.O shall have the right to enquire into and decide any complaints alleging that wages paid by the contractors to pay labour for work done by such labour is less than the wages as per the sub-paragraph (a) above.

- (b) The contractor shall notwithstanding the provision of any contract to contrary, cause to be paid a fair wages to labourers indirectly engaged on the work including any labour engaged by his sub contractors in connection with the said work, as if the labourers had been immediately employed by him.
- (c) In respect of all labour directly or indirectly employed in the works for the performance of the contractors part of this agreement, the contractor shall comply with or clause to be completed with all regulations made by Government in regard to payment of wages period deduction from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wage register, wage cards, publications of scale of wages and other terms of employment, inspection and submission of periodical return and all other matters of a like nature.
- (d) The B.D.O concerned shall have the right to deduct, from the money due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non fulfillment of conditions of the contract for the benefit of the workers, nonpayment of wages or of deductions made from his or their wages, which are justified by their terms of the contract or non observance of the regulations. Money so deducted should be transferred to the workers concerned.
- (e) Vis-à-vis, the Government of Orissa, the contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his subcontractor.
- (f) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be breach of this contract.

Orissa P.W.D Electricity Department contractor's labour Regulations.

1. Short Title - These regulations may be called "The Orissa Public Works Department/ Electricity Department contractor's Regulations"

2. Definitions- In these Regulations, unless otherwise expressed or indicated the following words and expressions shall have the meaning hereby assigned to them respectively that is to say-

(1) "Labour" means works employed by a contractor of the Orissa Public Works Department/ Electricity Department directly or indirectly through a subcontractor or other person, by an agent on his behalf.

(2) "Fair wages" mean wages whether for the time or piece work described by the state Public Works Department/ Electricity Department for the area in which the work is done.

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

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

3. Display of notice regarding wages etc-
The contractor shall -

Tenderer


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before he commences his work on contract display and correctly maintain and continue to display and correctly maintain, in a clean and legible condition, in conspicuous places on the work, notices in English and in the local Indian Language spoken by the majority of the workers, giving the rate of wage prescribed by the state Public Works Department/ Electricity Department for the district where the work is done.
(e) Send a copy of such notice to the Engineer-in-charge of the work.

4. Payment of wages-

- (1) Wages due to every worker shall be paid to him direct.
- (2) All wages shall be paid in current coin or currency or in both.

5. Fixation of wages period-

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

6. Wage book and wage card etc-

- (1) The contractor shall maintain a wage book of each worker in such form as may be convenient but the same shall include the following particulars-
 - (a) Rate of daily or monthly wages.
 - (b) Nature or work in which employed.
 - (c) Total number of days worked during each wage period.
 - (d) Total amount payable for the work during each wage period.
 - (e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
 - (f) Wage actually paid for each wage period.
- (2) The contractor shall also maintain card for each worker employed on the work.
- (3) The B.D.O may grant an exemption from the maintenance of wage bond wage cards to a contractor who, in his opinion may not directly or indirectly employ more than 10 persons of the work.

7. Fines deduction which may be made from wages-

- (1) The wages of a worker shall be paid to him without any deduction of any kind except the following-
 - (a) Fines
 - (b) Deductions for absence from duty i.e. for the place or places where by the terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absent.
 - (c) Deduction for damage to or loss of good expressly entrusted to the employed person for custody or for loss of money for which he is required to account where such damage or loss is directly attributable to his neglect or default.

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(d) Any other deductions which the Orissa Government may from time to time allow.

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

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

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

8. Register of fines etc-

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

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

9. Preservation of Register -

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

10. Power of Labour Welfare Officer to make investigation or enquiry-

The Labour Welfare Officer or any other persons authorized by the Government of Orissa on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clause and the provision of these regulations. He shall investigation into any complaint regarding default made by the contractor, subcontractors in regard to such provision.

11. Report of Labour Welfare Officers-

The Labour Welfare Officers or others authorized as aforesaid shall submit a report of the results of his investigation or enquiry to the B.D.O concerned, indicating the extent, if any, to which the default has been committed with a note that necessary deduction from the contractor's bill be made and the wages and other due be paid to the labourers concerned.

12. Appeal against the decision of Labour Welfare Officers-

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

13. Inspection of Registers -

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

14. Submission of return -

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

15. Amendments -

The Government of Orissa may from time to time, add to or amend these regulations and on any questions as to the application, interpretation of effect of the regulations, the decision of the Labour Commissioner or any other person authorized by the Government of Orissa in that behalf shall be final.

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Under the provisions of the minimum wages Act, 1948 and the minimum wages (Central Rules 1950) the contractor is bound to allow or include to be allowed to the labourers directly or indirectly employed in the work one day for six days continuous work and pay wages at the same rate as for duty. In the event of default the B.D.O. Divisional Officer concerned shall have the right to deduct the sum not paid on account of wages for weekly work from any labour and pay the same to the person entitled there to from any money due to the contractor.

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

The contractor shall submit by the 4th & 19th of every month to the Engineer-in-charge a true statement showing in respect of the second half of the precedent month and the first half of the current month respectively (1) the number of labour employed by him on the work (2) their working hours (3) the wages paid to them (4) the accident that occurred during the said fortnight showing the circumstances under which they happened and the content of damage injury caused by them and (5) the number of female workers who have been allowed maternity benefit according the clause K and the amount paid to them failing which the contractor shall be liable to pay to Government a sum not exceeding Rs.50/- for each default to materially incorrect statement. The decision of the B.D.O shall be final in deducting from any bill due to contractor amount levied as fine.

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

Clause 34- The term and conditions of the agreement have been read/ explained to me and certify that clearly understand them.

4. SPECIAL CONDITIONS.

4.1 Care should be taken to interfere as little as possible with traffic. The contractor shall use all due precaution for the safety of traffic and shall place barriers across each end of the road which is being worked upon. Watchman shall be employed and bright red lights placed and maintained around the obstacle and elsewhere as the Engineer-in-charge may direct, all diversion signs shall be clearly marked by white washed stones or any other means, when traffic is allowed along the shoulder. Barricades and warning signs shall be put up as directed by the Engineer -in-charge. These Measures shall be at no extra cost of Government.

4.2 Earth work will be done as per specification of I.R.C. and as directed by Engineer-in-charge from time to time. Measurement of earth work in road embankment will be done by section measurement , after it is compacted to the desired degree as for departmental directions.

4.3 Wherever possible, temporary land may be made available to the contractor for obtaining earth and in all such cases the depth of pits in borrow areas should be as per earth work specification attached to the D.T.C.N. wherever the depth of pits exceeds the permissible limits, the contractor is liable to pay compensation as may be required to be paid to the land owners. The contractor must make his own arrangements for carriage of earth work at his own cost. No payment will be made for jungle clearance and for making a road or footpath or temporary bridges etc. wherever required for earth from the borrow areas . The contractor shall, if required also arrange to obtain and carry earth from other sources at his own cost without any extra expenditure to the department. Borrow pit materials shall not be used unless it has been tested and approved by the Engineer-in-charge. No claim will be entertained on ground of non availability of temporary land or non-availability of adequate quantity of earth.

4.4 No claim will be entertained due to any delays involved in land acquisition required for the work. It shall be constructed that the contractor has thoroughly acquainted himself about the situational condition before tendering for the work and after having fully satisfied himself about the site condition and after going through the stipulation of preceding Para of the special conditions of D.T.C.N. has a quoted his rates. Thus his quoted rates could be deemed to cover any and all distance and situations of the source of soil and also any and all modes of transport either by manual or mechanical means not withstanding the fact that the concerned estimate or tender or scheduled of rate for the matter does not envisage such provision.

4.5 No claim will be entertained due to any delay involved in land acquisition required for the execution of the work. However, suitable extension of time may be given on the recommendation of Engineer-in-charge.

4.6 The quantity of metal, gravel or moorum, sand, chips, etc. should conform to the specification attached. The stack of road metal and gravel or moorum will be measured in boxes to be provided by contractor size 1.5m x 1.5m x 0.5m which will be taken as 1.0 cu. m. and of chips 1.5 m x 1.5 m x 0.47 m equivalent to 1.0 Cum.

The soling stones and other stones will be measured in suitable stacks as per direction of the Engineer-in-charge and deduction for voids at the rate of 1/6th of volume or more will be made from the total measurement to allow for the looseness of stacking.

4.7 A quarry chart as may be available may be seen in the office of the Executive Engineer. The contractor must however, satisfied himself that materials as per requires specification and quantity are available in those quarries, no extra payment will be made to non-availability of materials as per required specification and quantity in the quarries shown in the departmental quarry chart. The quarry chart is only an information and the department does not accept the responsibility, if the materials are not available in full quantity and quality.

4.8 Earth work, moorum consolidation, soling, metalling and bituminous construction will be done as per specification attached.

4.9 Any other new item to be executed will be done as directed by the Engineer-in-charge Bridge and culvert construction will be done as per specification attached.

4.10 For all purpose of payment, earthwork excavation in foundation shall mean earthwork exaction below the natural ground level. The natural level in nulls, streams, rivers, or any drainage channel shall mean bed level at the site of construction.

4.11 **Performance Security and defect liability :** In case, any imperfection becomes apparent in the work within 2 years from the date of final certificate of completion, the contractor shall make the same good at his own expenses or in default the Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expenses from the security deposit and the contractor shall be liable to pay any part of the expenses not so recovered by the Engineer-in-Charge.

However, any damage to the works due to Cyclone, Flood, Earthquake or any act of God beyond the reasonable control of both the parties are excluded from such defect liability.

Security deposit thus deducted from the bills can be released after expiry of six months of completion of the project by replacing the same amount in shape of NSC/ KVP duly pledged against the Executive Engineers which shall however be released only after expiry of the defect liability period of 2 years from the date of completion.

5. Technical Specification:-

DESIGN REQUIREMENTS AND GENERAL SPECIFICATION

5.1. It shall be presumed that the tenderer has satisfied himself as to the nature and location of works, boring data general and local conditions, particularly these bearing on transport availability, storage and handling materials, weather conditions, monsoon conditions and current in the river, availability of sweet water etc. and has established his costs accordingly. Department will bear no responsibility for the lack of acquaintance of these conditions on the part of the tenderer. The consequence of the lack of such knowledge will be at the risk and cost of the tenderer.

5.2 The information and data shown in the contract documents are meant for general guidance only. The department will not be responsible for the strict accuracy thereof or for any deduction interpretation or conclusion drawn there from by the tenderer.

5.3. Preparation of working plans and detailed design depend upon the strength parameter and subsoil exploration. It is the responsibility of the contractor to submit the same, wherever necessary to the B.D.O , for finalization of design and drawing in time. No work shall be started unless approval of the B.D.O is obtained.

5.4. After approval of the B.D.O, 10 copies of the approved working drawings and detailed designs shall be submitted to the B.D.O, for distribution to the field Engineers and for record.

The contractor shall not claim any extra payment for the same. The non-procurement of the approval of the B.D.O, to these working drawings and detailed designs will be entirely at the risk and cost of the contractor. Any delay in the approval of the design and drawings for reasons whatsoever on any circumstances not withstanding the fact that the designs will be the complete responsibility of the contractor. The B.D.O may direct the contractor any addition, alternation, modification etc. in design and specification which the contractor has to carry out at his own cost.

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increase of variation in the provisions of codes or specifications of the works referred above the decision of B.D.O. as regards the specification to be adopted in the work shall be final, conclusive and binding on all persons concerned. Every tenderer must examine the aforesaid specifications before submitting his tender. The B.D.O. or his authorized subordinates reserve the right without impairing the contract to make such increase or decrease in quantities or items of work mentioned in the schedule attached to the tender notice as may be considered necessary to complete the work duly and satisfactorily. Such increase shall in no case invalidate the contract. It shall be definitely understood that the Government does not accept any responsibility for the correctness of the quantities shown in the schedule. The schedule is liable to alternation by omission or additions or deductions. Such omissions, additions, or deductions to any extent shall in no case invalidate the contract and no extra monetary compensation will be entertained.

5.6. MATERIALS required for the Work :- The materials shall conform to the I.S. specification for the relevant items.

5.6 All materials including the size and type of coarse and fine aggregates shall be approved by the B.D.O. or his representatives at work site.

5.7 All the mix design and specification of the concrete of any type required in the work is to be tested by the contractor at his own cost in the labouratory approved by the Gove of Orissa whenever desired by the Engineer-in-charge as per his directions.

5.8 The stone to be used on the work under these specifications for obtaining coarse aggregates etc. shall be, unless otherwise specified as only hard of granite of sound, hard, durable and touch quality conforming to the test requirement and approved by the Engineer-in-charge. Stone chips or stone metal for prestressed concrete, wearing coarse asphaltic concrete, R.C.C. and mass concrete should be collected from approved quarries. In either case the stone chips or metal or boulders shall be subject to the following tests and requirements and subject to the approval of the Engineer-in-charge.

No materials from the interpretable layers of brachiated zones or other varieties of stones shall be used. The stone shall be firm or medium grained hard black in colour breaking with a grained varieties shall not be used.

The stone to be used shall be free from decay and holes, flaws, crack and other defects and must as far as possible be of uniform colour and texture. Porous stones having nay skin or earth colour shall not be used. The quarries from which the stones are obtained shall be got approved by the B.D.O.

5.9. FINE AGGREGATE

Fine aggregate or sand used for mortar and for concrete shall be the natural river sand. It shall be free from injurious amount of soft and flaky particles and free from vegetable or organic or clayey materials, loan mica, salts and other deleterious substances shall not exceed 3% by weight. However, the contents of the common salt shall be nil.

The sand shall be well graded and when tested by standard sieves shall conform to the following limits of gradation. The gradation shown in the table below are indicative only; the best gradation will be determined by the B.D.O after test if necessary and the contractor shall follow the same.

A.S.T.R. standard Sieve No.	Percentage Passing	Percentage Retained.
No.4	95-100	0-5
No.8	80-90	10-20
No.16	50-70	20-50
No.30	50-60	40-70
No.50	15-35	65 -68
No.100	5-10	90-95

In addition to the above gradation, the sand will have fineness modulus within the limit determined by the B.D.O and shall not contain more than 10% by weight of the grains passing through No.100 sieve.

5.10. COARSE AGGREGATE FOR CONCRETE.

(a) The term coarse aggregates applies to crushed stones ranging sizes form 45 cum (3/16")to 63 cum (1 1/2").

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The aggregates shall be composed of clean uncoated cubic shaped pieces obtained by crushing stone approved by the Engineer-in-charge and conforming to the specification for stone here in before said.
The coarse aggregates shall be free from all deleterious and objectionable matter. In case the aggregate is considered to be free from dust, dirt etc., by the B.D.O, the contractor shall get the aggregate screened and treated as directed.

(b) **Crushing and grading:** The stone shall be crushed in approved stone crusher and the different sizes of the crushed stone shall be separated by mechanical screens. The coarse aggregate shall be separated into nominal size as follows:-

The coarse aggregate for concrete shall be made of crushed stone of different size in such proportions as specified or as may be advised by the B.D.O from time to time. Grading of aggregate should be such as to produce a dense concrete of the specified strength which will work readily into position without segregation and without the use of excessive water content.

Care shall be taken in screening and stacking of the coarse aggregate so as to avoid intermixture of different mixes and inclusion of foreign materials.

5.11. WATER

(a) The water used in concrete and mortar and for washing any of the ingredients or surface coming in contact with mortar or concrete shall be sweet potable water clean and free from earth and vegetable salt, organic matter acid and alkaline substance in solution or in suspension. The water used shall be that approved by the Engineer-in-Charge.

(b) Water for curing shall be sweet water only. The water used for curing shall be clean, free from salt, organic etc. and shall be as approved by the Engineer-in-Charge.

5.12. SAMPLES AND TESTING OF MATERIALS.

(a) All materials to be used on work such as cement, sand, coarse aggregate, reinforcement etc shall comply with the requirement of the Engineer-in-charge and shall pass the test and analysis required by him or as specified by the I.S.I. specification acceptable to Engineer-in-Charge as equivalent there to or in the absence of such authorised specification, such requirements, tests and analysis may be specified by the Engineer-in-Charge.

(b) The contractor shall at his risk and cost make all arrangements and shall provide for all such facilities as the B.D.O may be require for collecting, preparing and forwarding required no. of samples for tests or for analysis and to such place or places as may be directed by the Engineer- in-Charge.

(c) The contractor shall if and when required submit samples of materials to be tested or analysed and if so directed shall not make use of or incorporate in the works any material to be represented by the samples until the required test or analysis have been made and the materials accepted by the Engineer-in-charge.

The contractor shall establish a field laboratory to carry out all preliminary tests to work out grading and proportionating of aggregate in order to obtain and maintain uniform quality of work. Six(6) inches cubes testing machine shall be installed to ascertain the strength of concrete from.

The contractor shall supply all materials labourers and testing machines for preparing and testing samples as required by the Engineer. The manner of tests and standard of acceptance shall be according to "Standard specification and code of practice for Building works.

(d) Reinforced or plain concrete used on the Building shall be got approved by the Engineer.

(e) The correct proportions and the total amount of water for the mix will be determined by means of preliminary test and shall be got approved by the Engineer. However, such approval does not relieve the contractor from his responsibility regarding the minimum strength requirement.

(f) All proportioning of aggregates shall be done by weight / volume as instructed by the Engineer.

(g) All mixing shall be done by mechanical means in approved mixer, unless specifically exempted.

(h) The form work used shall be made of steel or with lining of steel unless specifically exempted by the Engineer, in which case, the form work shall be with seasoned Sal wood planks and bullahs with sufficient bracing & ties and made water-tight and shall be made sufficiently rigid by the use of ties and bracing to prevent displacement or sagging between supports and withstand all pressure, ramming and vibration without deflection from the prescribed lines occurring during after placing of concrete.

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The concrete shall be mechanically vibrated for proper compaction by method approved by the B.D.O. and specifically exempted.

In addition the routine tests of concrete, special test of high tensile steel reinforcement and high tensile steel wires to be carried out without extra cost to Department whenever required by the B.D.O.

(A) The concrete shall be cured only by sweet potable water for full 21 days after the time of its placement.

5.13 After the test, the contractor shall submit a report on the result of the test. The Engineer-in-Charge shall then communicate as to whether the test has been satisfactory or not or any further tests or reconstruction or strengthening are necessary to correct any faults revealed by the test.

Any defects noticed in the structure or any damages done to the bridge at the time of testing which affects or is likely to affect the strength of the Building shall be rectified by the contractor at his own cost by remedial measures or replacement as approved by the Engineer-in-charge.

5.14. In the event of the load testing ordered by the Engineer-in-Charge, the contractor shall.

- i) Prepare all necessary calculation and details of arrangements for such load testing well in time. The magnitude, the application of loads, duration or keeping the load, the equipments to be provided and the observations to be made during and after placing the loads in position etc. shall be provided.
- ii) Make all necessary arrangements for the observations, centering equipments etc. that may be needed for measuring the settlement, deflection etc. required for the test to the entire satisfaction of the Engineer-in-charge.
- iii) Provide labour and make all observations during the test.

5.15. Department will have the right to inspect the specifications and centering made for the work and can reject partly or fully such structures if found defective from safety or any other grounds. The contractor has to carry out any such detailed instruction from the Engineer-in-Charge or his authorised subordinates regarding such structures. All the centering and shuttering should be got approved by the Engineer-in-Charge before the concreting is done.

5.17. SPECIFICATION FOR CONSTRUCTION OF BUILDING WORKS:

5.17.1. **MATERIAL:-** The scope of these specification restricted to soil alone being the const. material likely to deteriorate or affect the stability of the building. Only materials considered suitable by the Engineer-in-charge shall be employed for the construction and that considered unsuitable shall be disposed of as directed by him.

5.17.2. For the purpose of these specifications soil will be taken to include gravel or moorum.

5.17.3. The selection of the materials to be used in the construction of building shall be made as per the directions of the Engineer-in-charge according to soil survey and labouratory investigation conducted by him.

5.17.4. Quality control tests such as Cube test, Gradation of materials test, Cement test, Water test etc. shall be performed as directed by the Engineer-in-charge and no extra payment will made in this regard.

5.17.5 The contractor shall make all arrangement for proper storage of materials. But no cost for raising shed for the storage of materials and pay of watchman etc. will be borne by Department. these are all to be borne by the contractor. The Department is not responsible for considering theft of materials at site. It is contractors risk. Under any such plea if the contractor stops the work, he shall have to pay the penalty as per clauses of the F2 contract.

5.17.6 After the work is finished all surplus materials and debris are to be removed by the contractor and preliminary works such as vats mixing platform etc. are to be dismantled and all the materials are to be removed from the site. No extra payment will be made to the contractor on this account. The rate quoted should be inclusive of all these items. The ground upto 15 meters shall be cleaned and rough dressed.

5.17.7 The contractor shall not interfere with the execution of water supply or electrical fittings arrangements and any other works entrusted to any other agency by the Department at any time during the progress of work.

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5.17.8 The contractor will have to arrange for water supply for all works and make sanitary arrangements at his own cost for his labour camps. Contractor has to arrange adequate lighting arrangements for night works wherever necessary at his own cost.

5.17.9 Baling out water from the foundation either rain water or sub soil water if necessary should be borne by the contractor. No payment will be made for bench marks, level/pillars, profiles and benching and levelling ground where required. The rates quoted should be for finished items of work inclusive of those incidental items of works.

5.17.10 The contractor will abide by the fair wages clause as introduced by the Government.

5.17.11 The Deptt. will have the right to supply at any time in the interest of work any Deptt. materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rates of such materials will be at the stock issue rates fixed by the Department plus storage charges or market rates whichever is higher.

5.17.12 The contractor will be responsible for the loss or damage if any, Department materials, equipments supplied to him under clause 5.17.10 during execution of the work due to reasons whatsoever and the cost of such materials will be recovered from him at the prevailing stock issue rates plus storage charges or market rates whichever is higher.

5.17.13 The contractor should arrange at his own cost necessary tools and plants, pumps, vibrator, concrete mixer etc. required for the efficient execution of the work and rates quoted should be inclusive of the running charges of such plant & cost of consumables.

5.17.14 All fittings for doors and windows if supplied by the contractor should be best quality and should be got approved by the *Engineer-in-charge* before they are used on the work.

5.18 RCC WORKS:

5.18.1. All reinforcement cement concrete work should conform of Orissa Detailed Specification and should be of proportion (1:2:4) or (1:1½:3) having a minimum compressive strength (in work test) 150 kg. 200 Kg. Per Cm² in 15 cm. Cubes at 28 days after mixing and test conducted in accordance with IS 456 and IS 516 using 12mm. to 22mm. size black hard crusher broken granite chips (20mm. size not to exceed 25%).

5.18.2. Cement concrete in roof slabs, beams and wherever prescribed by the Engineer in charge shall be machine mixed and vibrated and the contractor should arrange his own concrete mixer, vibrator, pumps etc. for the purpose.

5.19. SHUTTERING & CENTERING WORKS:

5.19.1. Shuttering and centering shall be with seasoned sal wood planks the inside of which shall be lined with suitable sheeting and leak proof and water tight or alternatively steel shuttering and centering may be used.

5.19.2. The Department will have the right to inspect the scaffolding and centering made for the work and can reject partly or fully such structures if found defective in their opinion.


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BILL OF QUANTITY

Name of the Work :
Const. of PHC (N) Hariharjore Dam Site of Birmaharajpur Block in the district of Subarnapur for the year 2020-21

Sl No	Item of work	unit	Qty	Rate	Amount
1	2	4	3	5	6
(1)	Earth work in excavation of foundation in hard soil within initial lead and lift including rough dressing and levelling the bed and sides including cost of all labour and T&P etc. complete as per specification and direction of the	Cum	411.69	184.59	75994.64
(2)	Providing filling in foundation and plinth with sand well watered and rammed including cost of sand, labour, T&P, etc. complete as per specification and direction of the Engineer-in-	Cum	227.91	321.35	73237.98
(3)	Cement concrete (1:3:6) in foundation below the raft / footing of the structure / cut off walls / aprons to the required level with black hard broken granite metal of 40mm size of approved quality from approved quarry free from wethered skin including hoisting lowering and laying concrete and compacting lyers not exceeding 15cm thick watering and curing, dewatering etc. with cost conveyance royalty of all materials and T&P required for the work etc. complete as per specification and direction of the Engineer-in charge.	Cum	139.95	4506.44	630697.60
(4)	C.C. (1:2:4) using 12mm size H.G. C.B. chips including C.&S. etc. complete.	Cum	74.93	5791.06	433945.83
(5)	Fly Ash brick Masonry in cement mortar (1:6) in foundation and plinth with cost, conveyance, royalty of all materials and T&P required for the work etc. complete as per specification and direction of the Engineer-in charge.	Cum	191.37	4117.39	787945.69
(6)	Brick work with Fly ash Bricks having crushing strength not less then 75 Kg/cm ² in cement mortar (1:6) in foundation and plinth with cost conveyance royalty of all materials and T&P required for the work etc. complete as per specification and direction of the Engineer-in charge.	Cum	236.40	4150.72	981218.81

	R.C.C. in C.C. (1: 1.5 : 3) using 12mm size HGCB chips of approved quality from approved quarry free from wethered skin including hoisting lowering and laying concrete and compacting concrete watering , and curing centering , & shuttering and finishing the exposed surface smooth including cost conveyance royalty and taxes of all materials and T&P required for the work etc. complete as per specification and direction of the Engineer-in charge.				0.00	
	a) Column footing	Cum	23.11	7030.60	162457.47	
	b) Plinth beam	Cum	9.57	7452.41	71314.80	
	C)Column in super	Cum	6.55	14743.59	96595.37	
	d) Lintel	Cum	5.76	11516.23	66387.33	
	e) RCC work in fin & chajja	Sqm	20.29	997.57	20244.46	
	f) WALL Beam	Cum	9.94	14743.59	146617.97	
	g) Slab	Cum	34.05	11871.04	404167.22	
	h) SHELVE	Sqm	4.21	1116.28	4694.52	
(8)	Labour for cutting, bending, binding of M.S. reinforcement and tying the grills and placing in position including cost of binding wire having 18 to 20 guage including cost, conveyance of materials royalty, taxes , T & P etc complete as per specification and direction of the Engineer in charge.(JINDAL/TATA)	Qntl	101.23	5805.08	587668.96	
(9)	Suppling ,fixing,fitting M.S.grill and grill door incl.allcost,conveyance, royaltyof material,labour etc. complete	Kg	672.50	75.00	50437.50	
(10)	Suppling ,fixing,fitting Al. door of approved quality incl.allcost,conveyance, royaltyof material,labour etc. complete	Kg	284.48	488.43	138948.57	
(11)	Suppling ,fixing,fitting of Al. window sliding type of approved quality incl.allcost,conveyance, royaltyof material,labour etc. complete	Kg	92.52	648.37	59987.19	
(12)	Suppling ,fixing,fitting M.S. window shutter incl.allcost,conveyance, royaltyof material,labour etc. Complete(3MM thickness)	Kg	714	75.00	53550.00	

(13)	25mm thick grading plater over top of slab incl. cost, conveyance ,royalty of material , labour etc complete	Sqm	265.25	288.53	76533.23	
(14)	12mm thick cement plater in (1:6) incl. all cost conveyance, royalty of material ,labour etc .complete	Sqm	369.78	132.65	49051.49	
(15)	16mm thick cement plater in (1:6) incl. all cost conveyance, royalty of material ,labour etc .complete	Sqm	669.63	189.85	127130.04	
(16)	Fixing vetrified tile in floors and landing on 25mm thick bed of cement mortar (1:1) joined with neat cement slury mixed with pigment to match the shades of the tile including cost of tile & rubbing and polishing etc. complete.(SOMANY/KHAZRIA/JONSON)	Sqm	204.35	941.88	192476.02	
(17)	Supplying fitting and fixing of ceramic wall tiles of approved quality of size(300x600)mm of ISI mark of approved company(SOMANY/JONSON/KHAJRIA) cement mortar (1:3) joint with neat cement slury including all etc required to complete the work.	Sqm	267.49	631.84	169010.61	
(18)	Painting two coat enamel paint over one coat of priming of approved shade incl.cost of paint ,primer &labour etc.complete	Sqm	146.43	180.83	26479.59	
(19)	Finishing wall with two coats of weather coat etc. complete.	Sqm	369.87	98.63	36480.30	
(20)	Applying two coatd with Putty for smooth surface of wall of approved shade incl. all cost of material, labour etc. complete.	Sqm	873.99	71.38	62385.20	
(21)	Applying two coatd with plastic emulsion paint of approved shade incl. all cost of material, labour etc. complete.	Sqm	873.99	80.09	69997.86	
	Total tendered amount Rs.				5655656.22	

(Rupees fifty six lakhs fifty five thousand six hundred fifty six) only