

DETAILED TENDER CALL NOTICE

TO

F -2 CONTRACT

(TO BE ACCOMPANIED WITH TENDER)

Name of the Work Protection to Surua left OAE 95(B) at village Taikana.

(Contents- 34 + 1 + 2 + 2 Sheets)
(Thirty nine Sheets)

Issues to Sri

..... Class Contractor At. P.O.

..... Dist vide Receipt No.

..... Date

**Executive Engineer
Mahanadi South Division,
CUTTACK**

GOVERNMENT OF ORISSA
INVITATION FOR BIDS (IFB)

Identification No. MSD (WR) Cuttack

IFB No. 1 / 2007 - 08

1. The Executive Engineer, Mahanadi South Division, Cuttack on behalf of Governor of Orissa invites item rate bids for the construction of works detailed in the table from different class of contractors (as indicated in Col No. 8 of the table) registered with the State Government and contractors of equivalent Grade / Class registered with Central Government / MES / Railways for execution of civil works on production of definite proof from the appropriate authority. The bidders may submit bids for any or all of the following works.

Sl No	Name of Work	App. Value of Work (Rs. in Lakhs)	Additional Place of Sale and Receipt	Security (Rs.)	Cost of Document (Rs.)	Period of Completion	Class of Contractor
1	2	3	4	5	6	7	8
1	Protection to Surua left OAE 95(B) at village Taikana.	17.49	Office of the S.E., Eastern Circle, Cuttack	17500/-	Rs. 6000/- + VAT @4% (Rs. 240/-) = 6240/- (Rupees Six thousand two hundred forty) Only	Two Months	'B' & 'A'

Note : For composite bids besides indicating the combined estimated cost put to tender, should clearly indicate the estimated cost of each component separately. The eligibility of bidder will correspond to the combined estimated cost of the work put to bid.

2. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in all the offices issuing the documents and office of the undersigned during office hours everyday except Sundays and Public Holidays till last date of sale and receipt of tender papers. Interested bidders may obtain further information at the same address.
3. Bids must be accompanied by security of the amount specified for the work in the column-5 of the table above payable at Cuttack and drawn in favour of the Executive Engineer, Mahanadi South Division, Cuttack. Bid security will have to be in any one of the forms as specified in the bidding document. Bidders desire to hire machineries or equipments from out side the State are required to furnish 2% of the amount put to tender as Bid security.
4. The sale and receipt of the Bid document shall start from **15.05.07** and close on **29.05.07** at 15 Hours. Bids shall be received in all offices where the bids have been notified to be sold.
5. Bids must be delivered in the tender box having identification No. MSD (WR) Cuttack, **IFB No. 1/07-08**
6. Bid documents can be purchased from all the offices mentioned against the work in the table under column 4 as well as the office of the undersigned against a non-refundable fee towards cost of the document as indicated, in the form of cash or Demand Draft issued from any scheduled bank payable at Cuttack in favour of Executive Engineer, Mahanadi South Division, Cuttack or may be deposited in shape of Bank Draft prepared on or before the last date of receipt along with the Bid.
7. Bidding documents requested by mail will be dispatched by registered / speed post on payment of an extra amount of Rs. 500/- over the cost of the documents. The Executive Engineer, Mahanadi South Division, Cuttack will not be held responsible for the postal delay if any, in the delivery of the documents or non-receipt of the same.

8. The bids will be opened on **30.05.07 at 11 Hours** in the office of the undersigned in the presence of the bidders and their authorised agents, who wish to attend. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue.
9. Additional performance security shall be deposited by the bidders when bid amount is less than the tendered cost by more than 10%. In such an event the bidders will deposit an additional performance security to the extent of the differential cost of the bid amount and 90% of the tender cost in shape of post office savings bank account/National savings certificate/Post office time deposit account Kisan Vikas Patra/ Deposit receipt of schedule bank duly pledged in favour of the Executive Engineer, Mahanadi South Division, Cuttack and accompany with the tender, failing which the tender will be rejected. The additional performance security of the unsuccessful bidder will be refunded as EMD and will be forfeited in case of successful bidder who backs out of the tender and/or unwilling to sign the agreement
10. Other details can be seen in the bidding documents.
11. The bidders shall have to produce an affidavit in support of authenticity of documents/ credential including the E.M.D accompanying the bid. The authority reserves the right to verify the authenticity of document in case any doubt or complain.
12. Tender paper for all works except Sl. No 4 mentioned in the table will also be made available in web site of Govt. of Orissa (<http://www.Orissagov.nic.in>). The intending bidders may download the same from official web site of Govt. of Orissa, bind all the papers together firmly and deposit Rs.10,000/- + VAT 4% in shape of demand draft in favour of the Executive Engineer, Mahanadi South Division, Cuttack, payable at Cuttack, enclosed in a separate envelope marked “cost of bidding documents downloaded from the internet” along with the bidding document.
13. The bidder can submit only one tender paper for a particular work, submission of more than one tender paper by a bidder for a particular tender will be liable for rejection of all such tender paper.
14. The authority reserves the right to reject any or all the tenders without assigning any reason thereof.

**OFFICE OF THE EXECUTIVE ENGINEER
MAHANADI SOUTH DIVISION, CUTTACK
DETAILED TENDER CALL NOTICE**

1. The Executive Engineer, Mahanadi South Division, Cuttack on behalf of Governor of Orissa invites item rate bids for the construction of works detailed in the table from different class of contractors (as indicated in Col No. 8 of the table) registered with the State Government and contractors of equivalent Grade / Class registered with Central Government / MES / Railways for execution of civil works on production of definite proof from the appropriate authority. The bidders may submit bids for any or all of the following works.

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Note : For composite bids besides indicating the combined estimated cost put to tender, should clearly indicate the estimated cost of each component separately. The eligibility of bidder will correspond to the combined estimated cost of the work put to bid.

2. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in all the offices issuing the documents and office of the undersigned during office hours everyday except Sundays and Public Holidays till last date of sale and receipt of tender papers. Interested bidders may obtain further information at the same address.
3. Bids must be accompanied by security of the amount specified for the work indicated in the table above in shape of NSC, KVP, POSB, POTD and deposited receipt of Nationalised Bank duly pledged in favour of the Executive Engineer, Mahanadi South Division, Cuttack. Along with attested copies of VAT Clearance Certificate, PAN Card and Labour licence failing which tender is liable for rejection.
4. The sale and receipt of the Bid document shall start from **15.05.07** and close on **29.05.07** at 15 Hours. Bids shall be received in all offices where the bids have been notified to be sold.
5. Bids must be delivered in the tender box having identification No. MSD (WR) Cuttack, **IFB No. 1/07-08**
6. Bid documents can be purchased from all the offices mentioned against the work in the table under column 4 as well as the office of the undersigned against a non-refundable fee towards cost of the document as indicated, in the form of cash or Demand Draft issued from any scheduled bank payable at Cuttack in favour of Executive Engineer, Mahanadi South Division, Cuttack or may be deposited in shape of Bank Draft prepared on or before the last date of receipt along with the Bid.
- 7.(a) Bidding documents requested by mail will be dispatched by registered / speed post on payment of an extra amount of Rs. 500/- over the cost of the documents. The Executive Engineer, Mahanadi South Division, Cuttack will not be held responsible for the postal delay if any, in the delivery of the documents or non-receipt of the same.

- (b) The bids will be opened on **30.05.07 at 11 Hours** in the office of the undersigned in the presence of the bidders wish to attend. If the office happens to be closed on the date of receipt of the bids as specified, the bid will be received and opened on the next working day at the same time and venue.
8. The Engineer Contractors should have to furnished EMD as per works Departments Memorandum No. 10003 dt. 24.05.01, failing which the tender will be liable for rejection.
- N.B(a) No Cheque / Bank Draft / Cash payment will be accepted.
- (b) Adjustment of earnest money given with other tenders previously and submitted with other tenders.
9. Tender papers received after due date and time will not be entertained.
10. The intending tenders may remit the cost of tender papers through postal money order. However the Department will not be held responsible is there is any delay in receipt of tender documents by the intending contractors sent by the intending contractor by the registered post donot reach in division office by the appointed date and tine. The office will not be consider on any account even if the tender documents were dispatched by the tenderers before the due date. The cost of postal registration fees to and fro will be borne by the intending tenderer by advance payment.
11. The work is to be completed in all respect within **Two** calendar months (including monsoon) from the date of issue of work order.
12. All tenders received will remain valid for 3 months from the date of receipt of tenders and validity of tenders can also be extended is agreed to by the tenderer and the Department.
13. Tenderer, whose tender is accepted must submit a programme of work immediately after issue of work order for approval of Engineer-in-charge.
14. The date of issue of the notice to the contractor to attend division office for signing the agreement shall be treated as the date of commencement of work.
15. The plans, specifications and scope for the work can be seen in the office of the Executive Engineer, Mahanadi South Division, Cuttack during the working days and hours between 11.00 A.M to 3.00 P.M
16. The tenderers shall carefully study the tentative drawings and specifications applicable to the contractor and all documents which from part of the agreement to be entered in to by the accepted tenderer and detailed specifications for Orissa and other relevant specifications and drawings which are available for sale.

Compliant at a future date that plans and specifications have not been seen by the tenderers can not be entertained.

17. Every tenderer is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and approach road to quarries and locality of the work and satisfy himself about the quality and availability of materials including the medical aids, labour and food stuff etc. In every cased the materials must comply with the relevant specifications.

The tender will be deemed to have satisfied himself that the rates quoted by him in the tender will be adequate to complete the work according to the specifications and

conditions attached to and that he has taken in the account all conditions, difficulties that may be encountered during its progress and to have quoted labour rates ad materials, octori and other duties, leads, lifts, loading and unloading and freight for materials and all other charges necessary for the completion of the work to the entire satisfaction of the Engineer-in-Charge of the work and his authorised subordinates.

Complaints at future date the availability of materials, labour or any other factor have been misjudged cannot be entertained. It should be undershoot clearly that no claim whatsoever will be entertained after wards on the plea of nonavailability of proper quantity and quality of materials, including food stuffs or for any other.

18. Each tender must quote a definite rate for each item of work and be included in the contract. Tenders containing indefinite terms such as “as estimated rates or schedule of rates or percentage basis” will not be considered.
19. Sample of stone, metal and chips etc. to be used are to be deposit noting the quarry under dated initial of the tenderer in the office of the Asst. Executive Engineer, Jobra Irr. Sub-Division, Jobra, Cuttack before the schedule.
20. All rates should be for finished items of work unless otherwise mentioned in the tender schedule.
21. The rates should be written both in words and figures and in decimal coinage and the units in words. In case of discrepancy in rates between words and figures, the rates written in words. In case of discrepancy in rates between words and figures, the rates written in words will prevail. The tenders should also show the total of each item and the grand total of the whole tender.

The tender shall be written legible and free from erasures, overwriting of corrections of figures, corrections where unavoidable should be done by rewriting over the dated initial of the tenderer.

22. The tender may not at the discretion of the competent authority be considered unless accompanied by attested true copies of Income Tax PANCARD, Sale Tax clearance or non assessment certified as the case may be and the original certificates are to be produced is required at the time of opening of the tender.

Copies of IT PANCARD & STCC give with other tender previously or with other tender on the same day will not be taken into consideration.

23. The tenderer may at his option quote reasonable rate for each item of work carefully so that the rate of one item should not be unworkably low and for others too high. If the rates quoted are considerable lower that schedule of rates the tender is liable for rejection or otherwise he is to deposit unbalanced cost as deiced by the Engineer before signing of the agreement.
24. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.

25. Items of works not covered by the tender notice shall be paid at the current schedule of rates of the state and those not covered by the said schedule of rates will be paid on actual analysis approved by the competent authorities.
26. On no account the contractor work should be sublet to any body without the prior approval of the competent authority of the Department. In such an event the contract may be rescinded.
27. Letters etc. found in the tender box raising and lowering the rates or dealing with any point in connection with the tender will be considered.
28. Schedule of quantity accompanies the tender notice : It shall be definitely understood that the Government does not accept any responsibility for the correctness and completeness of this schedule and this schedule is liable for alternations or omissions, deductions or additions shall in no way invalidate the contract and no extra money compensation will be entertained.
29. The authority reserves the right to make such increase or decrease in the quantity of items of works mentioned in the schedule attached to the tender notice as may be considered necessary for the satisfactory completion of the contractor work. All such increase or decrease shall in no way invalidate the contract rates. The contractor shall not be entitled for any compensation on this account, except extension of time where considered necessary.
30. Tenders not accompanied by EMD @ 1% or exemption order as per Works Departments memorandum No. 28838 dt. 18-12-95 will be summarily rejected. No EMD will be accepted after closing hour of the tender.
31. All taxes, fees, royalties payable under the local rule including state sale tax, income taxes, octroi tax, entry tax etc. will be borne by the contractor.
32. The earnest money will be retained in the case of successful tenderer and will be dealt with as per the terms and conditions of the O.P.W.D code and will not carry any interest. The earnest money of the unsuccessful tenderer will be refunded on application after the tender is finally, accepted.
33. The work may be splitted up and distributed among several contractors if considered necessary on the exigency of the circumstances of the work and the contractor is not entitled to any compensation on this account.
34. The Department reserves the right of authority to reject any or all tenders received without assigning any reason whatsoever.
35. That for the purpose of jurisdiction in the event of any dispute if any, the contractor would be deemed to have been entered into within the state of Orissa and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any places outside the state of Orissa.
36. The tenderer whose tender is selected for acceptance and who has no fixed deposit within the Govt. of Orissa shall within a period of seven days upon intimation being given to him of acceptance of his tender make an initial security deposit in the form of NSC and Postal time Deposit, Pass Book, Kissan Vikas Patra and in no other form which including the amount already deposited as earnest money shall be 2% of the

value of the tendered amount and sign agreement in the P.W.D form No. F2 (schedule XLV No. 61) for the fulfillment of the contract in the office of the Executive Engineer, Executive Engineer, Cuttack or as directed.

The security deposit together with the earnest money and the amount with held according to the provision of F2 agreement, shall be retained as security for the due fulfillment of his contract. Failure to enter into the earnest money. No tender shall be finally accepted into between the contractor and the Govt. shall be the foundation of the rights of both the contractor and the Govt. and the contract shall be deemed to be incomplete unit the agreement has first been signed by the contractor and then the proper office authorised to enter into the contract on behalf of the Govt.

The security will be refunded six months after completion of the work and payment of the final bill and will not carry any interest.

37. Under section 12 of contract labour (Regulation and Abolition Act 1970) the contract who undertaking execution of work through labour , should produce valid licence from licencing authority of labour Department (Labour Licence).
38. The contractor shall be liable to fully indemnify the Department of any compensation under workmen compensation Act VIII of 1993 on account of the workmen employed by the contractor and fully amount of compensation paid will be recovered from the contractor.
39. Tenderers are required to abide by the fair wages clause as introduced by Govt. of Orissa and will not pay less than the Fair wages fixed by Govt. to the labourers engaged by him for the work.
40. Incase of any compliant by the labourer working about the non payment of his wages as per latest minimum wages Act the Executive Engineer will have the right to investigate and if the contractor is found to be in default he may recover such amount due from the contractor and pay such amount to the labourer directly under intimation to the local labour office of the Govt.. The decision of the Executive Engineer is final and binding on the contractor.
41. The contractor will have submit the Executive Engineer, Executive Engineer, Cuttack monthly return of labour both skilled and unskilled employed by him on the work.
42. The contractor should keep himself in touch with the Engineer in charge for smooth execution of the work and arrange labour depending on the workload and working space available. No claim for detention for labour or any account will be entertained.
43. No compensation will be paid by the Department for any damage done by rain, flood, cyclone, tide or any other natural calamities during the execution of the work.
44. It should be understood clearly that no claim what-so-ever will be entertained in regard to extra items of works or extra quantity of any item besides estimated amount, unless written order is obtained from the Engineer in charge and rates settled before the extra items of work or extra quantity of any item of work is taken up.
45. The tenders shall have to abide by the C.P.W.D safety code rules introduced by the Govt. of India, Ministry of working housing and supply in their standing order No.

44150 dt. 25.01.1957, which can be seen in the office of the undersigned on working day, during office hours.

46. The tenderer shall bear various incidentals, sundries and contingencies necessitated by the work in full within the following or similar category.
- (a) rent, royalties and other charges of materials, octroi duty, entry tax, all other taxes including sale tax, ferry tolls, conveyance charges and other cost on account of land and buildings including temporary building and temporary electric connection to worksite as well as construction of coffer dam, construction of service road, diversion road and its maintenance till completion of work required by the tender for collection of materials, storage, housing of staff or other purpose of the work. No tender will however be liable to pay for temporary occupation of land owned by Govt. at the site of the work.
 - (b) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements there in to the satisfaction of the local health authorities.
 - (c) Suitable water supply including pipe water supply where ever available for the staff and labour as well as for the work
 - (d) Fees and duties levied by the municipal canal or water supply authorities.
 - (e) Suitable equipment and wearing apparatus for the labour engaged in risky operations and medical aid to the labourer engaged for the work.
 - (f) Suitable fencing, barriers, signals including paraffin and electric signals where necessary at work and approaches in order to protect public and employees from accident.
 - (g) Compensation including cost of any suit for injury to persons or property due to neglect of any major precautions also become payable due to operation of the workmen compensation Act.
 - (h) The contractor has to arrange adequate lighting arrangement for the work wherever necessary at his own cost.
47. All preliminary works such as vats, mixing platforms etc. are to be done by the contractor at his own cost. No payment will be made for bench mark, level pillars, profiles, benching and leveling the ground where require. The rates to be quoted should be for finishing items of work inclusive of carriage of all materials and incidental items of works.
48. After the work is finished a; surplus materials and debris should be removed 100 Mtr. clear away from the site of the work. Preliminary work such as vats, mixing platforms etc. should be dismantled and all materials removed from the site and premises left neat and clean and this should be inclusive of the rates.
49. Is any further necessary information is required Executive Engineer, Executive Engineer, Cuttack will furnish such, but it must be clearly understood that the tender must be receive in order and according to instruction.

50. Incase of delay in acquisition of land no compensation will be admissible but extension of time will be allowed.
51. The Department will be have the right to supply at any time in the interest of the work any Departmental material to be used in the work in addition to those mentioned in clause No. 52 and the contractor shall use such materials at the stock issue rate fixed by the Department or market rate whichever is higher.
52. The following materials if available will be supplied by the Deptt. to the contractor at the Deptt. store at _____ at the rate as noted against each. After issue it will be contractor's responsibility for safe custody and upkeepment of materials. He has also to bear all incidental charges such as transportation, storage, handling and return of empty cement bags, empty pain drums ad empty Bitumen drum at the issuing store, the rates quoted for the work is to be inclusive of all such charges.
- (a) Cement Rs. (Rupees) per quintal, but excluding cost of empty cement hags.
- (b) Paint @ Rs. (Rupees) per liter excluding cost of cement bags.
- (c) M.S Rod @ Rs. (Rupees) per quintal.
- (d) Bitumen @ Rs. (Rupees) M.T.
- (e) The shutters will be supplied by the Deptt. at the storeyard is available.
53. Before issue of Departmental materials the contractor shall furnish bank guarantee of any of the Nationalised Bank for a sub equal to the cost of the materials.

The bank guarantee should be valid for the entire period of agreement. The same may be returned to the contractor only after the materials supplied to him are fully utilised in the work and cost there of recovered from his bill(s) in full or is the materials are partly utilised the unutilised materials are refunded by him to department in full and good condition and receipt there of fully acknowledged by the concerned Departmental office.

54. Empty cement bags, empty paint drums and empty Bitumen drums are to be returned in good and serviceable condition failing which Rs. 5.00 (rupees five) only and Rs. 30.00 (Rupees Thirty) only and Rs. 50.00 (Rupees Fifty) only will be recovered per gag and per drum respectively from the contractor.
55. If a contractor remove ant Govt. materials or store supplied to him from the site of the work in contravention of the provision of this clause, with a view to dispose of the same dishonestly, he shall be in addition to any other liability civil or criminal arising out of this contract be liable and pay penalty equivalent to (5) five times of the price of the materials or stock. The penalty so imposed shall be recoverable at any time from the sum that may be due then or at anytime thereafter become due to the contractor or from his security deposit or the proceeds of sale thereof. The contractor will be responsible for the misuse, loss, damage due to any reason whatsoever on any material of the Department supplied to him for the execution of the work. In case of loss damage or misuse of the Departmental materials issued to him, recovery at the rate at that time i.e

market rate or the issue rate of the Department which ever will be more will be deducted from the bills or his other dues.

56. Over and above these conditions including the Technical specifications the terms, conditions, rules and regulations and specifications laid down in Orissa standard specification code are also binding on the part of the contractor.
57. All intending tenders should furnish the following informations in the proforma enclosed herewith (Annexure – B).
 - (a) Particulars of each work now in hand (As per Agt.)
 - (b) Quantity of _____ work executed during last 3 years.
 - (c) Approximate value of work remaining on the date of submission of tender.
 - (d) List of T & P, vehicles, machineries available with him.
 - (e) Certificate from on Officer not below the rank of Executive Engineer of Govt. Deptt. Any Govt. Organisation of Center or State regarding satisfactory completion of similar nature of work of the value Rs. _____ .
58. **No Relation Certificate**

The contractor shall have to furnish certificate alongwith the tender to the effect that he is not related to any officer in the rank of an Asst. Engineer and above in the state O.P.W.D., or Asst. Secy. and above in the W.R Department. If the fact subsequently proved to be false the contract will be rescinded. The earnest money and the total security will be forfeited and shall be liable to make good the loss or damaged resulting from cancellation. The proforma for no relation certificate is contained in a separate sheet of D.T.C.N.
59. The contractor shall sign as a token of final acceptance of the plans, sections and agreements for the work prior to take up the work for execution.
60. The contractor is to supply necessary labour and materials for the purpose of alignment laying whenever required at his own cost.
61. the contractor should arrange necessary tolls and plants such as pumps, road rollers etc. required for the efficient execution work at his own cost. The running charges of such paint and cost of materials and conveyance arte to be borne by the contractor.
62. In the event of delay in supply of Departmental materials and supply of design reasonable extension of time will be granted on the application of the contractor. But no claim for monetary compensation will be entertained under any circumstance.
63. Under no circumstance, interest chargeable for the dues or any additional dues, it any payable for the work.
64. Conditional tenders will not be taken in to consideration.
65. The EMD will be forfeited if the tenderer backs out from offer before acceptance of tender by the competent authority as concurred in by Law Deptt. and Finance Deptt. in their UOR No. 848/ dt. 31.05.97 and UOR No. 202/WFD dt. 06.03.98 respectively.

(Works Deptt. Memo No. 9101 dt. 30.03.98). Also the EMD will be forfeited if the failed to sign the Agreement after acceptance and not willing to deposit the required I.S.D and additional performance security for the unbalance tender items.

66. **Protection against flood :**

In case of flash and untimely floods in the river during the working season resulting on over-topping of coffer dam and flooding of the work area, the contractor shall make his own arrangement at his cost to shift the machineries, equipments, materials, labour and Departmental machineries is hired by the contractor to a safe place. The work shall have to be resumed after receding of floods and necessary strengthening of coffer dam and dewatering will be done by the contractor at his cost. Extension of time for the completion of the work may be considered by the department if the discontinuance of the work is beyond the all reasonable attempts of the contractor to such eventualities.

The debris, sand and other materials accumulated in the working area during flash floods or regular floods in the monsoon shall be removed by the contractor as required for continuing the work at his own cost. By any chance, if any excavated portion that could not be filled with concrete by the contractor, gets filled up during the monsoon period with earth such removal will not be paid for again the contractor will have reexcavate the same at his own cost.

It shall be distinctly understood that it is entirely the responsibility of the contractor to make such arrangement as may be required from time to time to protect the men, machinery, materials and the work under progress and work for which the measurements were recorded and payment made, against damages either during working season or during the flood season. The department accepts no liability, what-so-ever for any damage or loss of men, materials machinery and work of hindrance caused to the progress of work.

The contractor should provide at his own cost adequate protection measure to the completed works at the end of working season or work in progress against the probable flood during monsoon till completion and handing over of the entire work.

67. Dewatering from the foundation for bridges culverts, buildings worksites etc. and watering for consolidation in roads embankments when and where necessary during execution will have to be done by the contractor and no extra payment will be made on that account.

The term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation water.

68. 2% of the gross amount of the bill be deducted from the contractors bill towards income tax.
69. (a) The rates quoted by the contractor shall be deemed to be inclusive of VAT on all the materials that he will have to purchase for performance of this contract.
(b) The rates quoted by the contractor in the tender for works shall include VAT that may be levied on turnover on works contract according to the Laws and regulations as applicable from time to time.
(c) Sale tax on works contract will be deducted @ 4% from the bill and credited to Govt. account.

70. The contractor are required to pay the royalties to Govt. as fixed from time to time and produce such authenticated documents in support of their payment as royalty, along with their bills. Failing which the amount of royalties of different materials as utilised by them in the work will be recovered from their bills.
71. Additional performance security shall be deposited by the successful bidder when the bid amount is seriously unbalanced i.e less than the estimated cost by more than 10%. In such an event the successful bidder will deposit the additional performance security to the extent of the differential cost of the bid amount and 90% of the estimated cost in shape of Post Office Saving bank Account / National Saving Certificate / post Office Time Deposit Account / Kissan Vikas Patra / Deposit receipt of Schedule Bank.
72. The quantities in respect of the items for which quoted rates are more than 25% of the estimated rates are not allowed to be varied by more than five percent. Incase, if it exceeds the limit approval of the competent authority should be obtained.
73. **Providing facilities to the Engineer Contractor.**
- (a) As per Work Deptt. No. FR 11/2001/10003/00 BBSR 24.5.2001. 5% price preference allowed to the Engineer contractor in the tender rates has been with drawn.
- (b) Exempting of EMD to the Engineer contractor will be allowed for maximum of three works in a financial year and the fact of awarding a work with exemption of EMD should be entered in the original Registration certificate of the Engineer Contractor [FD & LAW Deptt. UOR No. 334 WF dt. 5.6.98 ad No. 449 L dt. 25.3.2000 respectively.]
74. **Earth Work**
- (a) The earthwork quantity will be assessed from cross sections taken at a suitable intervals as decide by the Engineer-in-Charge. Initial levels will be taken with reference to the bench mark which should be kept at site till finilisation of the contract. The initial cross section papers should be signed by both the parties before starting the work. Final level is to be taken and recorded in level book after completion of the work in all respect and the contractor is to sign the final levels taken after completion of the work in all respect and the contractor is to sign the final levels taken in Level Book as acceptance of final measurements.
- (b) Payment for earth in banking by section measurement, will be made deducting 12.5% (twelve and half) towards settlement of measurement, taken before monsoon.
- (c) Earth shall be arranged by the contractor at his own cost for which no extra payment shall be made.
- (d) If final measurement of earth will be made after rainy season and after due settlement of earthwork, minimum settlement allowance will be deducted on actual observation by the Engineer-in-charge of the work.
- (e) Earthwork beyond the required design section will not be paid for.
- (f) Earthwork available from cutting will economically be utilised in filling.
75. **Specification for Breach Closing Works in River Embankments**
- (a) Before breach closing, the scour pocket filled wit water should be dewatered and dried.

- (b) Before laying first layer of earth, the sheet of embankment should be cleared off all pervious and loose deposits. All organic and debris such as trees, stumps, bushes etc and all other undesirable materials should be removed and disposed clear away from the worksite.
- (c) Old embankments should be cut to a shape not steeper than two horizontal one vertical.
- (d) In case of gully formation below N.S.L the same should be filled up first with impervious earth in thin layers of 15cm to 20cm profusely watered and puddle.
- (e) Selected imperious earth should be carried from borrow area and laid in layers of 15 cm to 20 cm.
- (f) The layer should be puddle for a length of 3 to 5 m at the upstream end (River end) with adequate watering.
- (g) At the junction of old and new embankment, special care is to be taken. Surface should be properly watered and puddling done for effecting proper bondage.

76. Turfing

Turfing shall be measured after satisfactory growth of grass and the rate stands for fine dressing of earth work including filling of rain cuts and slips with selected earth duly compacted and trimmed to the required profile and grade, turfing the surface with dub grass should 8cm to 10 cm thick with all leas and lift, delifts including laying and trimming of form a level and compact surface in line with slope and grade of bank section including watering until survival of grass.

77. Road work and Stone work

- (a) Gravel, sand metal and chips of approved quality (i.e crusher broken and free from skin) shall be measured in regular box heaps of size 1.50 X 1.50m X 0.50m which will be taken as one cubic meter.
- (b) Stone both old and new shall be stacked before utilisation and 1/6th of the volume will be normally deducted towards void from closely packed stacks. Higher percentage of voids is any will be decided on actual observation by the Engineer-in-Charge depending upon the looseness of stacking and deduction made accordingly.
- (c) Quantity of stone works / stones dumped shall be assessed both by level section and stacks measurements and payment will be made on the minimum quality so arrived.

78. Cement Concrete

Concrete work will conform to IS-456-200. Concrete shall consist of :

General

Concrete shall be composed of cement, sand, coarse aggregate, water and admixture (if any) as specified and well mixed in concrete mixer by weight and brought to proper consistency. In case the quality of concrete involved in work is very small, the engineer may allow volumetric proportioning of concrete mix for the restricted quantity.

Mixing

Concrete shall be mixed in a mechanical mixer with a mixing time of not less the 2^{1/2} minutes and shall be as dense as possible.

Mixing shall be continued until there is a uniform mixing of the materials and the concrete is uniform in colour and consistency. The time of mixing shall confirm to table 1 to IS 457-1957.

Materials

(a) Sand (Fine Aggregate)

Sand to be used in the work shall be natural and free from organic impurities, the maximum size being limited to 4.75 mm. Fineness modulus shall be minimum of 2.2 and specific gravity not less than 2.5 Bulkage of wet sand shall be a maximum of 20%.

(b) Coarse Aggregate

Maximum size of coarse aggregate shall be 40mm and downgraded to have well graded aggregate. Specific gravity shall not be less than 2.5 in order to have well graded aggregate, it, shall conform the following table

TABLE

I.S Sieve	% Passing for graded aggregates of nominal size			
	40 mm	20 mm	16 mm	12.5 mm
40 mm	95-100	100	-	-
20 mm	30-70	95-100	100	-
16 mm	-	-	90-100	100
12.5 mm	-	-	-	90-100
10 mm	10-35	25-55	30-70	40-85
4.75 mm	0-5	0-10	0-10	0-10

(c) Cement

Ordinary Portland cement shall be used in all cases except in structures in saline locations where portland slag cement shall be used. Other essential requirement, to be fulfilled by chemical analysis.

Quality control organisation shall periodic physical / chemical tests of cements to ensure the quality.

TABLE – A

Sl No	Grade of Concrete	Cement level required with coarse aggregate of max. size (MSA)	
		40 mm & down graded	20 mm and down graded
1.	M 10	207 Kg / M ³	221 Kg / M ³
2.	M 15	259 Kg / M ³	228 Kg / M ³
3.	M 20	329 Kg / M ³	366 Kg / M ³

Actual cement level required for the aggregates to be used shall be determined by laboratory test. The mix shall be designed to produce the grade of concrete having the required workability and characteristic strength stipulated in the following table.

TABLE – B

Sl No	Grade of Concrete	Compressive test strength in N/mm ² on 150 mm cube conducted in accordance with IS 456-2000	
		Minimum at 7 days	Minimum at 28 days
1.	M 10	7	10
2.	M 15	10	15
3.	M 20	13.5	20

N.B:- In case of actual cement use being less than the cement level specified in Table – A, the Department shall deduct the cost of cement from the bill of contractor at the prevailing

predetermined price of cement for short consumption of cement. In case of actual cement used being more than that specified in Table – A, the contractor shall be paid for exact cement used at the per-determined price of cement. Design mix and actual cement level required shall be communicated to the contractor from time to time in writing by the Engineer-in-Charge.

79. Curing

Curing of all cement works will be done by the contractor as per instruction of Engineer-in-Charge, at his own cost.

80. Miscellaneous

- (a) The department will have the right to inspect the scaffolding and centering made for the work and reject party or fully such structures if found defective in their opinion.
 - (b) Shuttering and centering shall be made with seasoned salwood planks, the inside of which shall be lined with suitable sheeting and make leak proof and water tight to alternatively steel shuttering and centering may be used.
81. Tenderers are also required to go through each clause of P.W.D from F₂ carefully in addition to the clause mentioned herein before tendering.
82. Provision of incentive will be made in the Agreement. This incentive will be @ 1% incase of completion of work ahead of one month (Part of the month shall be excluded) and the maximum amount payable will be fixed at 2% if the work is completed two months ahead of the schedule time.
83. **The Cost of Quality Control Tests will be borne by the contractor.**

CONDITIONS OF F-2 CONTRACT

Compensation
for delay

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 therefrom, or from any sums which may be due or may become due to the contractor by government on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of the security deposit or any part thereof.

Compensation
for delay

Clause 2 (a) The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the written order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be carried on with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to 1/2 percent on the amount of the estimated cost if the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished after the proper dates. 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 of such time has elapsed, and three-fourths of the work, before three-fourths as such time elapsed, in the events of the contractor failing to comply with the conditions, he shall be liable to pay as compensation an amount equal to one-third percent on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete, provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10 per cent on the estimated cost of the work as shown in the tender.

- (B) If there are possibilities of exceeding this compensation amount as mentioned in Clause (a) 10% of the estimated cost, or in any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit in the hands of Government (whether paid in one sum or deducted by installment) the Executive Engineer on behalf of the Governor of Orissa, shall have power to adopt any of the following courses, as he may deem best suited to the interest of the Government.
- (i) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence) and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of Government.
- (ii) To employ labour paid by the Public Works Department and to supply materials to carry out the work, or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certificate of the Executive Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract; the certificate of the Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.
- (iii) To measure up the work of the contractor, and to take such part of the work of the contract as shall be unexecuted out of his hands and to give it to another contractor to complete, in which case any expenses which maybe incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Government under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or

procured any material or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work there to for actually performed under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

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

The Contractor remain liable to pay compensation if action not taken under Clause -6.

Power to take possession of or requires removal of or sell contractor's plants.

Clause 3 - In any case in which any of the powers, conferred upon the Executive Engineer by Clause - 3 hereof, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor of which by any clauses or clause hereof he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Executive Engineer putting in force the power vested in him under the preceding clause he may, if he so desires, take possession of all or any tools, plants materials and stores, in or upon the works, or the site thereof or belonging to the contractor, or procured by him and intended to the used for the execution of the work or any part thereof, paying or allowing for the same in the account at the contract rates, or in case of these not being applicable, at current market rates to be certified by the Executive Engineer whose certificate thereof shall be final, otherwise the Executive Engineer may be noticed in writing to the contractor or his clerk of the works, foreman or other authorised agent require him to remove such tools, plant materials or stores from the premises (within a time to be specified in such notice); and in the event of the contractor failing to comply with any requisition, the Executive Engineer may remove them at the contractor's expense or sale them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Extension of Time

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

Final certificate

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

Sub-Clause to Clause – 5 : If in the opinion of the Engineer-in-Chrge which shall be final and binding on the contractor, occupation or utilisation of a portion of the work completed no way interferes with progress of the work the same may be occupied or utilised 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 compensation on account of such occupation or use.

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

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 sub-ordinate 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 signature to 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 contract or in all respects.

Provided that, if any balance of the 10% security is outstanding from each such payment shall be deducted so much, not exceeding 5%, as

may be necessary to make up the balance of the security. All such intermediate payments to the contractor shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound and imperfect or unskilful 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 accrual of any claim nor shall it conclude, determine, or effect in any way the powers of the Engineer-in-Charge under these condition 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 offices of the Public Works Department in accordance with the rules of the department in the presence of the contractor within one month of the date fixed for completion of the work.

Stores supplied by
Government

Clause 8 - If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the Engineer-in-Charge's store, or if 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 the prices to be charged there for as hereinafter mentioned being so far as practicable for the convenience of the contract, but not so as in any way to control the meaning or effect of this contract are specified in the schedule or memorandum hereto annexed), the contractor shall be supplied with such materials and stores noted in the annexed schedule as are required from time to time to be used by him for the purpose of the contract only and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule may be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract or otherwise, organist 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 of the purpose. All materials supplied to the contractor shall remain the absolute property of the Government and shall not only any account to be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-Charge. Any such materials unused and in perfectly good condition to the time of the completion or determination of the contract shall be returned to 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 required; 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 any wastage in or damage to any such materials.

Clause 9 (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 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 or 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 9 (b) - Owing to difficulty in obtaining certain materials in the open market the Government have undertaken to supply materials specified in the schedule hereto 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 to day position regarding the supply of materials from the Engineer-in-Charge and to so adjust the progress of the work that their labour may not remain 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 whatsoever shall be entertained by the Government on account of delay in supplying materials. However, extension of time for completion of work can be granted on timely application by the contractor vide also Clause – 5

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

Clause 10 - The contractor shall execute the whole and every part of the work in the most substantial and workman like manner, and both as, regards materials and otherwise in every respect in strict accordance with the specifications. The Contractor shall also conform exactly, fully and faithfully to the designs, drawings, and instructions in writing relating to the work signed by the Engineer-in-Charge and lodged in his office, for the purpose of inspection during office our and the contractor shall, if he so require be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings and instructions as aforesaid.

Do not invalidate contractor

Clause 11 - The Engineer-in-Charge shall have power to make any alterations in or additions to the original specification, drawings designs and instruction 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 maybe given to him in writing signed by the Engineer-in-Charge and such alteration shall not invalidate the contract, and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work and the certificate of the Engineer-in-Charge shall be conclusive as to such proportion. And if the additional work includes any class work, for which no rate is specified in this contract, then such class of work shall be carried but at the rates entered in the sanctioned schedule of rates of the district then the contractor shall within seven days of the date of his receipt of the order to carry out the work inform the Engineer-in-Charge of the rate as which it is his intention to charge for such class 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 such manner as he may

Extension of time in consequence of alterations.

Rates of work not in estimate of schedule of rates of the districts.

consider advisable.

No deviations from the specification stipulated in the contract nor additional items of work shall ordinarily be carried out by the contractor, nor shall may altered, additional or substitute work be carried out by him, unless the rates of the substituted, altered or additional items have been approved and fixed in writing by the Engineer-in-Charge.

The contractor shall be bound to submit his claim for any additional work done during any month on or before the 15th day of the following month accompanied by a copy of the order in writing of the Engineer-in-Charge for the additional work and that the contractor shall not be entitled to any payment in respect of such additional work if he fails to submit his claim within the aforesaid period.

Provided always that if contractor shall commence work or incur any expenditure in regard thereof before the rates shall have been determined as lastly herein before mentioned, in such case the 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 or rates as shall be fixed by the Engineer-in-Charge. In the event of a dispute, the decision of the Superintending Engineer of the Circle will be final.

Clause 12 - If 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 contractor who shall have no claim to any payments or compensation whatsoever 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 he have any claim for compensation by reason of any alterations having been made in the original specification, drawings, designs and instruction which shall involve any curtailment of the work as originally contemplated.

Action and compensation payable in case of bad work

Clause 13 - 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 unskilful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-Charge specifying the work materials or articles complained of not with standing 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 in the case of any such failure the Engineer-in-Charge may rectify or remove, and re-execute the work or remove one replace with others, the materials or articles complained of as the case maybe at the risk and expense in all respects of the contractor.

Works to be open to inspection.

Contractor or responsible agents to be present.

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

Notice to be given before works covered up.

Clause 15 - The contractor shall give not less than five days' notice in writing to the Engineer-in-Charge or his suburbanite-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 dimension thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover upon place beyond the reach of measurement and shall not cover up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, or in default thereof no payment of allowance shall be made for such work or the materials with which the same was executed.

Contractor liable for damage done and for imperfection for 3 months after certificate

Clause 16- If the contractor or his work people, or servants shall break deface injure or destroy any part of a building, in which they maybe working or any building, road, fence, enclosure, or grass land, or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work, while in progress, from any cause whatever or any imperfection became apparent in it within six months from the date of final certificate of its completion shall have been given by the Engineer-in-Charge, as aforesaid, the contractor shall make the same good at his own expense, 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 maybe then, or at any time 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 to supply
plant ladders,
scaffolding etc.

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

Clause 17 - The contractor shall supply at his own cost all materials (except such special materials, if any, as may in accordance with the contract, be supplied from the Engineer-in-Charge's stores), plant, tools, appliances, implements, ladders, cordage, tackle scaffolding and temporary works requisite or proper for the proper execution of the work, whether original, altered or substituted, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not or which may be necessary for the purpose of satisfying, which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighting and assisting in the measurement or examination at any time and from time to time of 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 contract, or from his security 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 precautions and to pay any damages 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.

Clause 18 - No female labour shall be employed within the limits of cantonment.

The contractor shall not employ for the purpose of this contract any person who is below the age of twelve years, and shall pay to each labourer for the work done by such labourer, wages not less than the wages paid for similar work in the neighborhood.

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

The Officer-in-Charge of the work shall have the right to decide whether any labourer employed by the contractor is below the age of twelve years, to be employed by the contractor.

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 Graduate Engineer and Diploma holders under the contractor shall be full-time and continuous and they should not be superannuated, retired dismissed or removed personnel from any state Government or Central Government services Public Sector undertakings/ private companies and firms or be ineligible for appointment to Government service. The

contractor shall pay them monthly emoluments which shall not be less than the emoluments of the personal of equivalent qualification employed under the State Government 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 names of such Engineering personal appointed by the contractor should be intimated to the tender receiving authority along with the tender.

Each bill of special class or 'A' class contractor shall be accompanied by an employment roll of the Engineering Personal together with a certificate of the Graduate Engineer or Diploma Holder as employed by the contractor to the effect that the work executed as per the bill has been supervised by him.

Works not to be subject. Contract may be rescinded & security deposit forfeited for subletting bribing or if contractor becomes insolvent

Clause 19 - The contract shall not be assigned or subject without the written approval of the Executive Engineer. And if the Contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditor, or attempt do so, or if any bribe, gratuity, gift, loan, perquisite reward of advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of government in any way relating to his office employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Executive Engineer may thereupon 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 consequences shall ensue as if the contract had been rescinded under clause -3 hereof, and in addition the contractor, shall not be entitled to recover or be paid for any work thereto before actually performed under the contract.

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

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

Change in constitution of firm

Clause 21 - In the case of a 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

In case of failure to notify the change in the constitution within fifteen days the Engineer-in-Charge may be noticed in writing rescind the contracts and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract had been rescinded under Clause 3 hereof, and in addition to the contractor shall not be entitled to recover or be paid for any works therefore actually

performed under the contract.

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

Clause – 23 – Deleted

Lumpsums in the estimates

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

Action where on specification

Clause 25 - In the case of any class of work for which there is not such specification as is mentioned rule I, such work shall be carried out in accordance with the circle specification and in the event of there being no circle specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

Definition of works

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

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

Clause 28 - That the purpose of jurisdiction in the event 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 regard to the matters covered by this contract at any place outside the State of Orissa.

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

Clause 30 - Sanitary arrangements will be made by the contractor at

his own cost for his labour camp.

Clause 31- The contractor shall bear all taxes including sales tax, income-tax, royalty, fair weather charges and tollage, where necessary.

Clause 32 (a) - If during the progress of the work the price of any material incorporated in the work (not being materials supplied from the Engineer-in-Charge's stores in accordance with clause hereof) increases or decreases as result of increase or decrease in the Average Wholesale Price Index (all commodities) and the Contractor thereupon necessarily and properly pays in respect of that material (incorporated in the work) such increased or decreased price, then he shall be entitled to reimbursement or liable to refund, quarterly, as the case may be, such an amount as shall be equivalent to the plus or minus difference of 75% in between the average wholesale price index (all commodities) which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened, as per the formula indicated below, provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to him.

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

$$VM = \frac{0.75 \times Pm \times R}{100} \times \frac{(i - io)}{io}$$

VM = increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for materials.

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

io = The average wholesale price index (all commodities) for the quarter in which the tender was opened (as published in)

i = The average wholesale price index all commodities for the quarter under consideration.

Pm = Percentage of material component as per sub clause of this quarter.

(b) Similarly, if during the progress of work, the wages of labour increase or decrease as result of increase or decrease in the Average consumers Prices Index for Industrial Workers (Wholesale price), and the Contractor thereupon necessity and properly pays in respect of labour engaged on execution of the work such increased or decreased wages, then he shall be entitled to reimbursement or liable to refund quarterly as the case maybe such an amount, as shall be equivalent to the plus or minus difference in between the Average Consumer's price Index for Industrial Workers (Wholesale Price) which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened, as per the formula indicated below, provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to him.

Formula to calculate the increase or decrease in the cost of labour :

$$VL = \frac{0.75 \times PI \times (i - io)}{100 \times io}$$

VL = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates of labour.

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

io = the Average Consumer's Price Index for Industrial Worker (Wholesale price) for the quartering which the tender was opened (as published in)

i = the Average Consumer's price Index for Industrial Worker (Wholesale Price) for the quarter under consideration.

PL = Percentage of labour component (specified in schedule) of the item.

- (c) Similarly, if during the progress of work, the price of petrol, oil and lubricants (Diesel oil being the representative them for price adjustment) increase or decrease as a result of the price fixed necessarily and properly pays such increased or decreased price towards petrol, oil and lubricants used on execution of the work, then he shall be entitled to reimbursement or liable to refund quarterly as the case may be such as shall be equivalent to the plus or minus difference between the price of POL which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below.

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

$$K1 = \frac{0.75 \times K2 \times R (D2 - D1)}{100 \times d1}$$

K1 = Increase or decrease in the cost of work during the quarter under consideration due to changes in the price of POL.

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

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

D2 = Average price per liter of diesel oil which is fixed during the quarter under consideration.

K2 = Percentage of POL component as per sub-clause of this clause.

Clause – 32 (d) The following shall be the percentage of material, labour and POL component for reimbursement / refund on variation in price of material, labour and POL as per Sub-clause (a), (b) and (c) of this clause

Category Of work	% of material & machineries (Pm)	% of labour (PL)	% of POL (K2)
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IRRIGATION WORKS

a) Earth work, canal work Embankment work etc.	35%	60%	5%
b) Road works	55%	40%	5%

(e) Reimbursement / refund on variation in price of materials, labour and POL as per sub clause (a) (b) and (c) of this clause shall be applicable only in respect of contract of year or more provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to contractor. However where the original contractual period is less than one year, but subsequently has been validly extended and the period become one year or more escalation clause shall be applicable only for the balance portion of work to be executed beyond one year provided, the delay is not attributable to the contractor.

(f) The contractor shall for the purpose of sub-Clause (a), (b) and (c) of this clause keep such books of account and other documents as are necessary to show the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorised representative of Government and further shall at the request of the Engineer-in-Charge, furnish, verified in such manner as the Engineer-in-Charge may require and document kept and such other information as the Engineer-in-Charge may require.

The Contractor shall within a reasonable time of his becoming aware of any alteration in the price of such material wages of labour and or price of P.O.L. give notice thereof the Engineer-in-Charge stating that the same is given pursuant to this condition together with an information resulting there to which he maybe in a position to supply.

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

FAIR WAGE CLAUSE

Clause 34 (a) -The contractor shall not employ for the purpose of this contract any person who is below the age of twelve years and shall pay to each labourer for work done by such labourers fair wages.

Explanation - 'Fair Wage' means wages, whether for time or piece work prescribed by the State Public Works Department provided that where higher rates have been prescribed under the minimum wages Act 1948 - wages at such higher rates should constitute fair wages.

- (b) The contractor shall, notwithstanding the provisions of any contract to contrary, cause to be paid of fair wage to labourers indirectly engaged on the works including any labour engaged by his sub-contractor 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 contractor's part of this agreement, the contractor shall comply with or cause to be complied with all regulations made by Government in regard to payment of wages, wage period deductions from wages recovery of wages not paid and deductions unauthorisedly made, maintenance of wage register, wage cards, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.
- (d) The Executive Engineer, or Sub-Divisional Officer concerned shall have the right to deduct, from the money due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker by reason of non-fulfillment of the conditions of the contract for the benefit of the workers non-payment of wages or of deductions made from his or their wages, which are not justified by their terms of the contract or non-observance of the regulations. Money so deducted should be transferred to the workers concerned.
- (e) Vis-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 indemnify from his sub-contractor.
- (f) The regulations aforesaid shall be deemed to be 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 maybe 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 workers employed by a contractor of the Orissa Public works Department/Electricity Department directly/indirectly through a sub-contractor or other person, or by an agent on his behalf.
2. **"Fair Wages"** means wages whether for time or piece work prescribed by the State Public Works Department provided that where higher rates have been prescribed under the minimum wages Act., 1948 wages at such higher rates should constitute fair wages.
3. **"Contractor"** shall include every person whether sub-contractor or headman or agent employing labour on the work taken on contract.
4. **"Wages"** shall have the same meaning as defined in the payment of Wages Act include time and piece rate wages, if any.

3. Display of notices regarding wages, etc. :-

The contractor shall

- (a) 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 which the work is done.
- (b) Send a copy of such notices to the Engineer-in-Charge of the work.

4. Payment of wages

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

5. Fixation of wage period

- 1) 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 workman employed on the contract shall be paid before the expiry of 10 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 a working day.

6. Wage book and wages cards, etc. :-

- 1) The contractor shall maintain a wage book of each worker in such form as may be convenient but the same shall include the following particulars -
 - (a) Rate of daily or monthly wage
 - (b) Nature of work on which employed
 - (c) Total number of days worked during each wage period
 - (d) Total amount payable for the work during each wage period
 - (e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
 - (f) Wage actually paid for each wage period.
- 2) The contractor shall also maintain a wage card for each worker employed on the work.
- 3) The Executive Engineer may grant an exemption from the maintenance of wage bond, wage cards to a contractor who, in his opinion may not directly or indirectly employ more than 100 persons on the work.

7. Fines and deduction which maybe made from wages :-

- 1) The wages of a worker shall be paid to him without any deduction of any kind except the following.
 - (a) Fines
 - (b) Deduction for absence from duty, i.e. from the place or places where by the terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absent.
 - (c) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody or for loss of money for which he is required to account where such damage or loss is directly attributable to his neglect or default.
 - (d) Any other deduction 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 worker has been given an opportunity of showing cause against such fines or deduction.
- 3) The total amount of fines which may be imposed in anyone wage period on a work shall not exceed an amount equal to five paise in a 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 instalments, 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 deduction 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 on 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. Powers of Labour Welfare Officers to make investigation or enquiry :-

The Labour Welfare Officers or any other persons authorised 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 clauses and the provisions of these regulations. He shall investigate into any complaint regarding default made by the contractor, sub-contractor in regard to such provision.

11. Report of Labour Welfare Officers :

The Labour Welfare Officers or others authorised as aforesaid shall submit a report of the results of his investigation or enquiry to the Executive Engineer concerned, indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractors will be made and the wages and other dues 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 authorised may appeal against such decision to the labour commissioner within 30 days from the date of decision forwarding simultaneously a copy of his appeal to the Executive Engineer concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

13. Inspection of registers

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

14. Submission of return :-

The contractor shall submit periodicals 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 question as to application, interpretation of effect of these regulation, the decision of the Labour Commissioner or any other person authorised by the Government of Orissa in that behalf shall be final.

Clause – 35 - The terms and conditions of the agreements have been read / explained to me and certify clearly understand them.

Tender Schedule for the Work - Protection to Surua Left OAE 95(B) at village Taikana

Date of Calling Tender - 03.05.07

Date of Selling Tender - 15.05.07 to 29.05.2007

Date of Receiving Tender - 15.05.07 to 29.05.2007 upto 3 P.M

Date of Opening Tender - 30.05.2007 at 11.00 AM

Time for Completion - Two Months

Amount put to tender : - Rs. 17,48,826/-

E.M.to be deposited : - Rs. 17,500/-

Cost of tender paper : - Rs. 6000 + 4% VAT

Class of Contractor - 'B' & 'A'

Sl.No	Item of works	Quantity	Unit	Rate in Figure	Rate in Word
1	Collecting and supplying good quality hard broken stone boulder of 30CM and above size other than granite, laterite and sand stone quarried from approved quarry and stacking at work site and conveying from stacks dumping stone boulder in rip-rap of earth dam or dyke including surface packing and fixing wave breakers including cost, carriage, royalty and all other taxes etc. complete as per the direction of the Engineer-in-Charge.	2225.00 Cum	Per One Cum		
2	Rough stone dry packing in aprons and revetment with hard broken stone 30cm and above size other than granite, laterite or sand stone quarried from approved quarry including stacking at work site and conveying from stacks including all cost, carriage and royalty of stone etc. complete as per the direction of the Engineer in Charge .	415.00 Cum	Per One Cum		
3	Earth work in all kinds of soil in excavation of foundation including rough dressing and leveling the bed and depositing the soil away from work site with all leads and lifts, delifts etc. complete. as per the direction of the Engineer in Charge	415.00 Cum	Per 100 Cum		
4	Supplying anti corrosive G.I crates of size 1 m X 1 M X 1 M consisting of 10 cm X 10 cm mesh of G.I wire of 10 SWG and filling the crates with hard stone 30cm and above size other granite, laterite, sand stone after conveying from stacks and dumping in position with packing the interstices properly with small stones and surface packing to proper line and level after stitching with G.I wire of 20 SWG and tying together in all sides with cost, conveyance, royalty of all materials and labour charges etc complete as per the direction of the Engineer-in-Charge	38.00 Nos	Per One No		
(Four Items Only)					
					Rs

Signature of the Contractor

Executive Engineer
Mahanadi South Division
CUTTACK

Issued to Sri..... Class Contractor
AtP.O.....Dist.....on payment of
Rs. (Rupees) only vide receipt
No.....dt.....

Executive Engineer
Mahanadi South Division
CUTTACK

All formalities to be maintained at the time of opening

- 1 No of Corrections
- 2 No of Over Writing
- 3 E.M.D deposited
- 4 Diff. of rates in Figure & Words
- 5 Condition if any
- 6 S.T C.C / PAN Card
- 7 No relationship certificate

Executive Engineer
Mahanadi South Division
CUTTACK