

BID IDENTIFICATION NO: -207 // Dt. 06.02.2023 //



GOVERNMENT OF ODISHA

FISHERIES & A.R.D. DEPARTMENT

DETAIL TENDER CALL NOTICE FOR

THE WORK

“SURVEY, INVESTIGATION, STRUCTURAL DETAILING AND PREPARATION OF DPR FOR THE WORK "CONSRUCTION OF OFFICE BUILDING FOR THE DIRECTORATE OF FISHERIES, ODISHA AT KHAPURIA, CUTTACK".”

ESTIMATED COST PUT TO TENDER: ₹ 17,36,041.00

**EXECUTIVE ENGINEER (CIVIL) DIRECTORATE OF FISHERIES,
ODISHA, CUTTACK**

**OFFICE OF THE EXECUTIVE ENGINEER (CIVIL)
DIRECTORATE OF FISHERIES, ODISHA, CUTTACK**

DETAIL TENDER CALL NOTICE

1. Sealed tenders(Percentage rate bids) in prescribed form to be eventually drawn up in P.W.D. form No. P-1 will be sold & received up to **2.00 P.M** on **Dt. 23.02.2023** by the **Executive Engineer[c] Directorate of Fisheries Odisha, Cuttack** for the work “**SURVEY, INVESTIGATION, STRUCTURAL DETAILING AND PREPARATION OF DPR FOR THE WORK "CONSRUCTION OF OFFICE BUILDING FOR THE DIRECTORATE OF FISHERIES, ODISHA AT KHAPURIA, CUTTACK".**” from “ **Registered Consultancy firms and Consultant**” and will be opened by the **Executive Engineer[c] Directorate of Fisheries Odisha, Cuttack** in the presence of the tenderer or their authorized agents who wishes to attend at **11:00 A.M. on Dt. 24.02.2023**. The amount of the estimate is approximately **₹ 17,36,041.00**.
2. The tenderer should please note that the work will have to be completed within **01 [One] calendar months**, commencing from the date of issue of work order. Before acceptance of tender the successful bidder will be required to submit a work programme and milestone basing on the financial achievement so as to complete the work within the stipulated time and incase of failure on the part of the agency to achieve the milestone liquidated damage will be imposed. Without these Programme of works, the tender will not be accepted. Authority for acceptance of tenders would rest over the Executive Engineer (Civil) Directorate of Fisheries, Odisha Cuttack.
3. The tender call notice can be seen from official web site of Government of Odisha (<http://www.orissa.gov.in>) The bidding documents can also be downloaded from internet site. The bidder who down load the bidding document from the internet site will have to pay the cost of bid document i.e. **[Rs. 6,000/-]** in shape of demand draft from any nationalized bank payable at **Cuttack** in favour of **Executive Engineer[c] Directorate of Fisheries Odisha, Cuttack** and submit the demand draft in separate envelop marked ‘**cost of the bidding document downloaded from internet**’ **with** bid documents. The authority will not responsible, if any portion of the approved documents available in the office of **Executive Engineer[c] Directorate of Fisheries, Odisha, Cuttack** is excluded or modified. The download facility will be available up to last date of sale of tender papers. The cost of bid documents is not refundable.
4. Tenderer are required to pay earnest money **Rs 17,400.00** Either in shape of N.S.C./ Post Office Savings Bank Account/ Post Office Time Deposit Account/ Kisan Vikas Patra. / Bank Guarantee payable at (**Cuttack**) duly pledged in favour of **Executive Engineer[c] Directorate of Fisheries Odisha, Cuttack** otherwise tender will not be considered.
5. Bidding documents requested by mail will be dispatched by registered/speed post on payment of an extra amount of Rs.500.00 (Rupees five hundred) only over the cost of documents. The Department will not be held responsible for the postal delay if any, in the delivery of the documents or non-receipt of the same.
6. If the tender documents sent through registered / speed post, do not reach in the concerned office by the above date and time, the offer will not be considered on any account even if the tender documents were dispatched by the tenderer before the due date.
7. The tender is to be submitted with EMD, signed DTCN, attested copy of registration certificate, PAN card, valid GSTIN, original Money Receipt, certificates duly filled-in and documents required as per the relevant clauses of this DTCN and special conditions if any. The cover is

to be sealed and super scribed for the work “**SURVEY, INVESTIGATION, STRUCTURAL DETAILING AND PREPARATION OF DPR FOR THE WORK "CONSRUCTION OF OFFICE BUILDING FOR THE DIRECTORATE OF FISHERIES, ODISHA AT KHAPURIA, CUTTACK".**” In order to ensure that the envelopes are properly sealed, the contractor can seal them with superglue and also add tamperproof tapes as additional precaution. Bidders desirous to hire machineries or equipments from outside the state are required to furnish 2% of the amount put to tender as Bid Security. The bidder claiming for exemption of EMD amount must submit application separately for such purpose along with the documentary proof in Original on the date & time of opening of tender otherwise his tender is liable for rejection.

8. The tenderer is not required to write their name on the outer cover containing the bid documents. They are only required to write the name of the work and authority who had issued the tenders. The tender submitted in the wrong box shall not be taken in to consideration.
9. Additional Performance Security shall be furnished by the successful bidder when the bid is less than estimated cost put to tender. In such an event the following provisions has been made for submission of A.P.S. **If the bidders who have quoted below 5% less bid price / rates than the estimated cost put to tender - No A.P.S is required. If the bidder has quoted from 5% and above and below 10%, he has to furnished 50% of the differential cost i.e., 50% of estimated cost put to tender minus the quoted amount as Additional Performance Security. Again, if the bidder has quoted from 10% and above he has to furnished 150% of the differential cost i.e. 150% of estimated cost put to tender minus the quoted amount as Additional Performance Security** ,in shape of N.S.C./ Post Office Savings Bank Account/ Post Office Time Deposit Account/ Kisan Vikas Patra./ Bank Guarantee pledged in favour of the **Executive Engineer[c] Directorate of Fisheries Odisha , Cuttack**, in a sealed envelope along with the price bid at the time of submission of bids. The successful bidder has to furnished the exact amount of differential cost as additional performance security within **7 [Seven] days** of intimation, failing which, his bid will not be taken in to consideration. The Earnest Money Deposit of the unsuccessful tenderer who are not awarded with the work will be refunded on application after the tender is finalized.
10. Besides the earnest money deposit and initial security deposit, contractors of all class except C&D class will be required to furnish security deposit by way of deduction from their bills at the rate of 5% of the gross amount of each bill whereas in case of C&D class contractor, such deduction will be made at the rate of 3% of the gross amount of each bill. Thus, the total securities deposit from the contractor will be 7% for super, special, A & B and 5% for ‘C’ and D’ class contractor as case may be.
11. In case of Govt. parties, co-operative Societies Diploma or Degree holders in Engineering who are registered with the Department, the rules framed by the government from time to time about EMD deposit, initial security deposit will apply.
12. The Bids will be opened on Dt. **24.02.2023** at **11:00 A.M** by **Executive Engineer[c] Directorate of Fisheries Odisha, Cuttack**, in the office of the **Executive Engineer[c] Directorate of Fisheries, Odisha, Cuttack** in the presence of the bidders or their authorized representatives who wish to attend. If the office happens to be closed on the last date of receipt or opening of the bids as specified, then the bids will be received / opened on the next working day at the same time and venue unless otherwise notified.
13. The plan and specifications for the work can be seen in the Office of the Executive Engineer[c] Directorate of Fisheries, Odisha, Cuttack during working hours and days, Complaints at a future date that the plan and specifications have not been seen cannot be entertained. The Contractor may obtain a set of tender documents for the work from the office of the Executive

Engineer[c] Directorate of Fisheries, Odisha, Cuttack on payment of **Rs. 6,000.00**, which is non-refundable. The name of the work should be super scribed on the top of the cover.

14. All other information's can be obtained on application to the **Executive Engineer[c] Directorate of Fisheries Odisha, Cuttack.**
15. The Executive Engineer (C), Directorate of Fisheries Odisha reserves the right to reject any or all the tenders without assigning any reasons thereof.
16. The tenderer whose tender is selected for acceptance shall within a period of seven days upon written intimation being given to him of acceptance of his tender make an initial security deposit of 1% (One percent) of the tendered amount, so that the earnest money and initial security deposit will be 2% of the tendered amount and sign the agreement in the P.W.D. form No. P-1 for the due fulfillment of the contract in the office of the **Executive Engineer[c] Directorate of Fisheries Odisha, Cuttack.**
17. This security deposit, together with the earnest money and the ISD amount withheld according to the provision of P-1 agreement shall be retained as security deposit for the due fulfillment of this contract. Failure to enter into the required agreement and to make the security deposits above shall entail forfeiture of the earnest money. No tender shall be finally accepted until the required amount of security money deposited. The written agreement to be entered into between the Contractor and the Govt. shall be the foundation right of the parties and the contract shall be deemed to be incomplete until the agreement has first been signed by the contractor and then by the proper officers authorized to enter into the contract and then by the proper officers authorized to enter into the contract on behalf of the Govt. The Dept. will accept the security deposits in the form of N.S.C./ Post Office Savings Bank Account/ Post Office Time Deposit Account/ Kisan Vikas Patra. / Bank Guarantee payable at (**Cuttack**) duly pledged in favour of **Executive Engineer[c] Directorate of Fisheries Odisha, Cuttack** and in no other form.
18. The rates (in percentage of excess / less / at par the estimate value) should be quoted in words and figures otherwise the tender will be liable for rejection.
In case of discrepancy in rates between words and figures, the rate in words shall prevail and in case of discrepancy between units. rate & totals the unit rate shall prevail. The tender shall be written legibly and free from erasures, over writings or in cases where corrections are unavoidable the same should be made by scoring out. initialing dating and rewriting.
19. The contractors will be responsible for payment of all royalties or other charges for quarrying materials. All local taxes inclusive of State Sales Tax & Income tax, Ferry. Tollage Charges, Octroi taxes, labour **CESS** is to be paid by Contractor.
20. The tender may not, at the discretion of the competent authority be considered unless accompanied by attested copies of Valid Registration Certificate, the original money receipt towards purchase of tender documents, GST certificate, Pan card. non- assessment certificate. The original certificates of the same only should be produced before the **Executive Engineer[c] Directorate of Fisheries, Odisha, Cuttack** for verification within **3(three)days** of opening of tender, otherwise the bid shall be considered as non – responsive and thus will be summarily rejected.
21. If the contractor removes any materials or stock so supplied to him from the site of work with a view to dispose of the same dishonestly. he should in addition to any other liability. Civil or Criminal arising out of the contract be liable to pay a penalty equivalent to five (5) times the price of the materials or stock according to the stipulated rates and the penalty so imposed

shall be recovered from any sum that may then or at any time thereafter become due to the contractor or from his security or from the 'proceeds of sales thereof.

22. The contractor should be fully liable to indemnify the department for payment of any compensation under 'Workmen's' compensation Act VIII of 1928 on account of the workman being employed by him and the full amount of compensation paid will be recovered from the contractor.
23. Every tenderer must examine the detailed standard specification of Odisha before submitting his tender. The right is reserved without impairing the contract to make such increase or decrease in the quantities or items of work mentioned in the schedule attached to the tender notice as may be considered necessary to complete the work fully and satisfactorily. Such increase or decrease shall be in no case invalidate the contract or rates. It shall be understood that the Govt. do not accept any responsibility for the correctness or completeness of the quantities shown in the Schedule. The schedules are liable to alternation by omission. or additions and such omissions or deductions shall in no case invalidate the contract and no extra monetary compensation will be entertained.
24. All reinforced cement concrete work should conform to Orissa Detail standard specification and should be of proportion 1 :2:4 /1 :1/1/2:3 having minimum compressive strength in work test of 150 Kg / cm² / 200 Kg / Cm² in 15 Cm cubes at 28 days after mixing and tests conducted in accordance with IS: 1456 & 516 using 12 mm to 20 mm size hard black broken granite chips (20 mm size not to exceed 25%).
25. Shuttering and centering shall be with seasoned Sal wood planks and the Inside of which shall be lined with suitable sheeting and made leak proof and water tight or alternatively steel shuttering may be used.
26. The contractor shall make all arrangements for proper storage of materials, but no cost for shed for the storage of materials and pay of watchman etc. be borne by the Dept These are also to be borne by the contractor. The department is not responsible for considering the theft of materials at site. It is contractors risk under any such circumstances if the contractor stops the work he shall have to pay the full penalty as per clauses of the P1 contracts.
27. For the purpose of jurisdiction in the event of dispute if any, contract should be deemed to have entered into within the state of Orissa and it is agreed that neither party to the contract nor the 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.
28. After the work is finished all surplus materials and debris are to be removed by the contractor and preliminary work such as Vat, mixing platform etc. are to be dismantled and all the materials are to be removed from the site. The ground up to 30 M (100 Ft) wide from the building should be cleared and dressed.

No extra payment will be made to the contractor on this account. The rate quoted should be inclusive of all these items.
29. The contractor shall not interfere with the execution of water supply or Electrical fitting arrangements and any other works entrusted to any other agency by the department at any time during the progress of the work.

30. The Department will have the right to inspect the scaffolding & centering made for the work and can reject partly or fully such structures if found defective in their opinion.
31. The contractor will have to arrange for water supply for all works and make necessary sanitary arrangements at his own cost for his labour camp. Contractor has to arrange adequate lighting arrangements for night work whenever necessary at his own cost.
32. All the quantities mentioned in the schedule are combined for ground floor and multi floors in case of multi-storied building and the rates should be through for the same.
33. Cement concrete in roof slab, beams etc. wherever prescribed by the Engineer-in-charge shall be machine mixed and vibrated and the contractor should arrange his own concrete mixers, vibrators, pumps etc. for the purpose.
34. 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 items besides estimated amount. A written order must be obtained from the responsible works officer of fisheries department. and rates settled for the extra items of works or extra quantity of any item of work according to clause II of P1 contract The rates of any item not covered in the Agreement will be arrived on derivation from the rate of same class of item of work with any different specification provided in the agreement with addition or subtraction of corresponding cost of materials. In case, no rate can be derived from the agreement, the same will be arrived or derived from the schedule of rates in vogue at the time of actual execution of that item of work.
35. The tenderer shall have to abide by the OPWD safety code rules introduced by the Govt. of India Ministry of Works, Housing & Supply in their standing order No. 44 to 50 Dt. 25-11-57 which can be seen in the office of the Executive Engineer(C) Directorate of Fisheries, Orissa, Cuttack on working hours and days.
36. Tenderer are required by the Fair wage clause as introduced by the Govt. of Orissa, Works Dept. No. CA. VIIIIR 18/52-25 Dt. 26-2-55 & No.11 M/ 56/61-28842 (5) Dt. 27-9-61 in case of any complaint by the laborers working about the nonpayment or less payment of his/her wages as per minimum wages act the Executive Engineer will have the right to investigate and if contractor is found to be in default he may recover such amount from the dues of the contractor and pay the due amount to such laborer directly under intimation to the local labour officer and the Govt. and the decision of the Executive Engineer(C) Directorate of Fisheries, Orissa, Cuttack will be final and binding on the contractor.
37. The department will have the right to supply at any time in the interest of the work any departmental materials to be used in the work, in addition to those mentioned In the clause and the contractor shall use such materials without any controversy or dispute on that account. The rates of such materials will be at the stock issue rates fixed by the department plus storage charges or market rates whichever is higher.
38. The contractor will be responsible for the loss or damage of any departmental materials equipments supplied to him under clause 13/30 during execution of the work due to reasons whatsoever and the cost of such materials will be recovered from him at the prevailing stock issue rate plus storage charges or market rates whichever is higher.

39. The contractor should arrange at his own cost necessary tools & plants, machines, concrete mixers & Vibrators & other machineries such as pumps etc. required for the efficient execution of the work and the rates quoted should be inclusive of the running charges of such plant and cost of consumables.
40. The contractor will have to submit the **Executive Engineer[c], Directorate of Fisheries, Odisha, Cuttack** monthly return of labour both skilled and unskilled employed by him on the work.
41. The tenderers are required to go through such clause of P. W.D. Form No F2 carefully in addition to clause mentioned herewith before tendering. No part of the contract shall be sublet without written permission of the Executive Engineer(C) Directorate of Fisheries, Odisha, Cuttack or transfer made by power of attorney authorizing others to receive payment on the contractor's behalf.
42. If further necessary information is required, the **Executive Engineer[c] Directorate of Fisheries Odisha, Cuttack** will furnish such, but it must be clearly understood that the tenders must be received in order and according to instructions.
43. Cement shall be used by bags and weight of one cubic meter of cement being taken as 14.42 quintals.
44. No contractor will be permitted to furnish their tenders in their own manuscript papers.
45. Every tenderer is expected before quoting his rates to inspect the site of proposed work. He should also inspect the quarries and satisfy himself about the quality, availability of materials, medical aids. labour & food stuffs etc. and the rates should be inclusive of all those items of work. In every case the materials must comply with the relevant specifications and samples of stones, metals, chips etc. and other materials to be used are to be deposited in sealed bags duly labeled noting the name of quarry under dated initials by the tenderer for approval of the Executive Engineer(C) Directorate of Fisheries, Odisha, Cuttack
46. Govt. will not however, after acceptance of contract rate pay any extra charges for lead or any other reasons in case the contractor is found later on to have misjudged the materials available.
47. The tenders containing extraneous conditions not covered by the tender call notice are liable for rejection.
48. The contractor shall have to furnish a certificate along with tender to the effect that he is not related to any officers of the rank of Asst. Engineer and above and any officer of the rank of Under. Secretary & above of the Fisheries Department.
49. All the tenders received will remain valid for a period of ninety days from the date of receipt of tenders. The period of validity can also be extended if agreed to by the Dept. and the contractor.
50. After completion of the work the contractor shall arrange at his own cost all requisite equipment for testing building if found necessary and bear the entire cost of such test.
51. Tenderers are required to submit (1) a list of works in their hands in the prescribed proforma enclosed herewith (2) list of T & P (3) List of works executed along with the tender.

52. Letter etc. found in the tender box raising or lowering rates or dealing with any point in connection with the tender will not be considered.
53. The contractor shall employ one or more Engineering Graduate or Diploma Engineers as apprentices at his own cost for works costing As. 2.5 lakhs or more. The period of employment will commence within one month from the date of issue of work order and would last till the date when 90% of work is completed Number of apprentices employed should fixed by Executive Engineer in a manner so that the total expenditure does not exceed 1 % of the Tendered cost of the work (under works & Transport Dept. No. 67811 Dt. 12-8-67).
54. The tenderer shall bear cost of various incidental sundries and contingencies necessitated by work falling within the following or similar category.
- a. Rent royalties and other charges of materials. Octroi duties, all other taxes Including sales tax, ferry/ tools conveyance charges and other cost on account of land and building including temporary building required by the tenderer for collection of materials storage housing of staff or other by the tenderer for purpose of the work. No rent will however be payable to Govt. for temporary occupation of land or owned by Govt. at the site of the work.
 - b. laborers camp 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 wherever available for the staff and the labour as well as for the work.
 - d. Fees and dues levied by the Municipal Canal or water supply authorities.
 - e. Suitable equipments and wearing apparatus for labour engaged in risky operations.
 - f. Suitable fencing barriers signals including paraffin & electric signals where necessary at works and approaches in order to protect the public and employees from accidents.
 - g. Compensation including cost of any suits for injury to persons or property due to neglect or any major precautions and also sums which may become payable due to operation of workmen compensation act.
 - h. The contractor has to arrange adequate lighting arrangements for night work wherever necessary at his own cost.
 - i. The contractor has to arrange all the building materials including equipments required ... undertaking under-reamed piles foundation for starting the work, If required.
55. 1% (One percent) of gross amount of the bill be deducted towards Income-tax from the contractors bills.
- 56.
- a. If during the progress of work the price of any materials in the work not being materials supplied from the Engineer-in-charge's stores (in accordance with clause hereof) increase or decrease as a result of increase or decrease in the average wholesale price index (all commodities). and the contractor thereupon necessarily 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-

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

$$V_m = \frac{0.75 \times p_m}{100} \times \frac{R(1-I)}{10}$$

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

p_m = the price of materials.

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

I_0 = The average wholesale price index (all commodities) for the quarter in which the tender was opened as published in the Indian labour journal/Economic Adviser, Ministry of Industries, Govt. of India.

I = The average wholesale price index (all commodities) for the quarter under consideration.

P_m = percentage of material component as per Sub-clause of this clause.

- b. Similarly, if during the progress of work, the wage of labour increases or decreases as a result of 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 ;-

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

V_l = Increase or decrease in the cost of work during the quarter under consideration due to change in the rate of labour.

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

I_0 = The average consumer's price Index for the quarter industrial workers

(Wholesale price) for the quarter in which tender was opened.

I = The average Consumer's Price Index for Industrial workers (Whole sale price)

for the quarter under consideration

P_l = Percentage of Labour Component as per Sub-clause of this clause

- c. Similarly, if during the progress of work, the price of petrol. Oil and lubricants (Diesel Oil being the representatives for price adjustment) increases or decreases as a result of the price fixed therefore by the Govt. of India and the contractor thereupon necessarily and properly pays such increased or decreased price towards petrol, POL and Lubricants used in execution of the work. then he shall be entitled to reimbursement or liable to refund, quarterly as the case may be such difference in an amount, as shall be equivalent to the plus or minus difference in 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

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

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

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

D_1 = Average price per liter of diesel Oil was fixed by the Govt. of India during the quarter in which the tender was opened.

D_2 = Average price per liter of diesel Oil which is fixed during the quarter under consideration.

K2 = Percentage of P.O.L. component as per Sub-clause of this clause

- d. The following shall be the percentage of materials, labour and P.O.L. Component for reimbursement refund on variation in price of material, labour and P.O.L. as per Sub-clause (a), (b) & (c) of this clause.

(Category of Work) W	Contractor's supply			Dept. supply of materials
	% of Material	% of Labour	% of P.O.L.	
Irrgn. Works				
(A) Structural works	20%	30%	5%	45%
(B) Earth work, Canal Work embankment work etc.	20%	60%	5%	15%
R & B Work:				
(a) Bridge work	20%	30%	5%	45%
(b) Road Work	45%	40%	5%	10%
(c) Building Work	30%	30%	5%	35%

(Where brick is supplied by the Dept. It should be 20% instead of 30%)

(e) Reimbursement/refund on variation in price of materials, labour and POL as per Sub-clause (a), (b) and (c) of this sub-clause shall be applicable only in respect of contract of one year or more provided that the work has been carried out within the stipulated time or extension thereof as for not attributable to contractor. However, the original contractual period is less than one year but subsequently it has been validly extended and the period becomes 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),(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 fully authorized representative of Govt. and further shall at the request of the Engineer in charge may require any document kept and as such other information as the Engineer-in-charge may require.

The contractor shall within a reasonable time of his becoming aware of any alternation in the prices of such material, wages or labour and/ or price of P.O.L. give notice thereof to the Engineer in-charge stating that the same is given pursuant to this condition together with and information relating thereby which he may be in a position to supply No claims for price adjustment other than these provided herein shall be entertained.

57. The bidder shall furnish an affidavit in support of authenticity of documents, relaxation of EMD in case of Engineer Contractor along with the bid. The authority reserves the right to verify the authenticity of documents in case of any doubt or complain.
58. The schedule caste / schedule tribe contractors' desires to avail the facility of 10% price preference should enclose the copy of their registration certificate stating fact of the caste by their registration authority with the bid, failing which they will not get the price preference as per rule in force.

59. Submission of more than one tender paper by a bidder for a particular work will liable for rejection of all such tender papers.
60. Over and above to these conditions the terms and conditions and rules and regulations as laid down in Orissa Detailed Standard Specifications and Orissa P. W. D. code and it's up to date amendments/contractual provisions are also binding on the part of this contract.
61. The date of issue of the notice to the contractor to attend **Office of Executive Engineer[c] Directorate of Fisheries, Odisha, Cuttack** for signing the agreement shall be treated as the date of commencement of work.
62. If the contractor quote abnormally low rates for some items and department decide to accept his tender that the Dept. would have the discretion of withholding the differential cost between such highly low rated items and schedule of rates from their payment direct against other items till such low rates items are complete.
63. As goods & service tax has come in to force with effect from 01.07.2017 GST as applicable will be paid extra after gross bill amount prepared.
64. The Contractors/Firms are required to furnish scanned copy of evidence of ownership of machineries / equipment's in **Form-C & D** appended to IIT (Chapter-III).
 - (i) Those machineries & equipment's which he is planning to deploy forthe tendered work including the sources with authenticated evidence in conformity with the ownership from whom the additional machineries & equipment's shall be obtained as per Annexure-'D'. It will be sole responsibility of the contractor/Firm to provide / use the required machineries. The Department shall entertain no interruption in whatsoever may be the cause and no hindrance for the reasons of short availability of Machineries & equipment's shall be tenable.
 - (ii) In case the contractor proposes to engage machineries and equipment's as asked for in the tender document owned or hired but deployed outside the State, he/she is required to furnish **additional 1% EMD / BID Security**. The entire bid security including the additional bid security shall stand forfeited in case the contractor fails to mobilize the machineries & equipment's within stipulated time as per the tender document.
 - (iii) The contractor intending to hire/lease equipment's / machineries are required to furnish proof of ownership from the company/person providing equipment's / machineries on hire/lease deed should cover the entire period of work. In the event of non-submission of above specified documents in proper shape, the bid document will be summarily rejected.
65. The contractor has to quote percentage excess or less over the tender amount in the Price Bid. The tender amount is excluding GST.
66. Percentage rate quoted should be for complete work considering all the finished items of the work and for sufficiency as per the description of the schedule of quantity and specification and shall include all taxes including rent, royalty, cess, general & incidental charges pertinent to the work, other charges of materials, octroi duty, ferry tolls, conveyance charges and other costs on account of land and buildings including temporary building required by the tenderer for collection and storage of materials, housing of staff or other purpose for the work.
67. The bidder has to quote percentage rate including all taxes as applicable, royalties, cess, Income tax and surcharge. GST on works contract as applicable from time to time shall be paid at the time of bills.

68. The tenderer must quote the percentage rate for the complete work to be included in contract and tenders containing indefinite terms and conditions shall not be considered.
69. Tax Invoice by the contractor: - While submitting the work bills, the contractor will have to submit tax invoice as per rule -46 of OGST rule,2017.
70. The tenderer shall bear the cost of various incidental sundries and contingencies or of similar category, required for the work as mentioned below.
- I. Labour camps and hutments necessary to a suitable scale including contingency and sanitary arrangements, medical aids thereon to the satisfaction of the health authorities.
 - II. Water arrangements for laborer's as well as for the works. No claim for carriage for water, whatsoever, will be entertained.
 - III. Fees and dues levied by the Municipality or/and Water Supply Authorities shall be borne by the contractor.
 - IV. Suitable equipment and wearing apparatus for the laborer's engaged in risky operations and medical aid to the laborer's engaged for the work.
 - V. Suitable fencing, barriers, signals, including parapet and electrical signal, where ever necessary at works, and approaches in order to protect the public and employees from accidents.
 - VI. Suitable fencing, barriers, signals, including parapet and electrical signal, where ever necessary at works, and approaches in order to protect the public and employees from accidents.
 - VII. No compensation for any damage done by rain or by similar action during execution of the works shall be paid.
 - VIII. The tenderer shall write the percentage rate of the whole work in figures only in appropriate column.
 - IX. Rent, royalties and other charges of materials, octroi duty, entry tax & all other taxes including cess, ferry tolls, conveyance charges and other cost on account of land and buildings including temporary building and temporary electric connection to work site, construction of service road, diversion road and its maintenance till completion of work required shall be borne by the tenderer for storage, housing of staff other purpose of the work.
71. The tenderer will furnish his tender with a certificate that he has gone through all documents, including plans, drawings etc. of this tender schedule and clauses of P1/F-2 agreement in vogue and that he has visited the works spot and satisfied himself with the local conditions, sufficiency of availability of laborers and materials visited the quarries, assessed the availability of materials, water etc. camp facilities and quoted his percentage rate for the work as whole considering the finished items in the work, to cover all contractual obligations and contingencies arising thereof.
72. Bidders must furnish their present e-mail address/ fax no./ telephone no. for correspondence.

(Seventy-Two) Clauses only.

Sd/-
Executive Engineer (C)
Directorate of Fisheries,
Odisha, Cuttack.

FORM – A

STRUCTURE AND ORGANISATION

Name of Tenderer.
 Nationality of Tenderer.
 Office Address.
 Telegraphic Address
 Telephone No :
 Mobile No :
 Telex Number
 Location of establishment

The tenderer is

1. An individual
2. A proprietary firm.
3. A limited company or limited corporation
4. A member of a group of companies (If yes, give names, address and present description of other companies.)
5. A subsidiary of large organization
(If yes, give names, address of the present organization)
6. If the company is subsidiary, state what involvement if any, will the parent company have in the project.
Attach the organization chart showing the structure of the organization including the names of the Directors position of officer.
7. Number of year of experience
 - a. As a prime contractor
 - I. In own country
 - II. Other country (specify country)
 - b. In a Joint venture
 - I In own country
 - II Other country (specify country)
8. Name of the address of any associates the tenderer has in India who are knowledgeable in the procedure of customs, immigration takes and other information necessary to do work.
9. How many years has your organization been in business under your present name? Add what were your fields were and when you established your organization. When did you add new field (if any)?
10. Were you ever required for suspending construction for a period of more than six months continuously after you started? If so, give the names of project and reason of failure.
11. Have you ever not completed any work awarded to you? If so give name of project and reasons for not completing the work.
12. In how many projects were imposed penalties for delay? Please give details.
13. In which fields of Civil Engineering construction do you claim specialization and Interest.
14. Give details of your experience in modern concreting / Earth work and quality control.
15. Give details of your material testing laboratory.

Signature of tenderer

FORM-B
RESOURCES PERSONNEL

Details of key Technical and Administrative personnel who could be assigned to the work be mentioned in the following proforma.

A Details of the Board of Directors.

1. Name of the Director.

2. Organization

3. Address

4. Remarks

**B. Key Technical and Administrative personnel
(Name & Qualification of Technical personnel as per 5.5 clause of DTCN)**

1. Individual Name

2. Qualification

3. Present position of Office

4. Professional experience and details of works

5. Years with the tenderer

6. Languages known

7. Remarks

Signature of Tenderer

FORM -D

Give details of how additional equipment, which may be required for the work would be obtained.

(Separate form for each type of equipment)

Particulars of Machinery	(a) To procure in India	(b) To hire in India	(c) Owned
--------------------------	-------------------------	----------------------	-----------

1. Name of Equipment
1. Number of units
2. Kind and make
3. Country
4. Capacity
5. Approximate cost in rupees
6. Approximate cost of CIF values;
7. Remarks

Signature of Tenderer

ANNEXURE -A

AFFIDAVIT

I, Sri..... Aged..... years
Son/ Daughter/ Wife of Sri..... at present
residing At..... P.O.....
P.S.....Dist..... Pin..... do here by solemnly
affirm as follows.

i) That, I / We possess a valid license for execution of works contract issued by
* Belongs
to.....Class & is valid up to * *

ii) I am submitting tenders before The Executive Engineer, Directorate of Fisheries,
Odisha, Cuttack for execution of following works in response to Invitation For Bid (IFB)
Identification No
.....

1. * * *

Etc.

iii) I am the authorized signatory on behalf of contractor for the tender for the work / works
mentioned above.

iv) I am swearing this affidavit that all tender documents and accompanying papers
those being submitted by me before The Executive Engineer, Directorate of Fisheries,
Odisha, Cuttack including E.M.D. in any shape are all authentic and bonafied documents
in the eyes of the law of the land. That the facts stated in the affidavit are true to the best
of my knowledge and belief.

Signature of Contractor
Authorized Signatory

Note:

- *Mention the license issuing authority.
- * *Mention the date up to which the license is valid
- * * *Mention name of works for which tender is being submitted

ANNEXURE – B

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

- | | | | |
|----|----|--|----------|
| 1. | a) | Is the tenderer at current involved in any litigation relating to the works | Yes/No |
| | b) | If yes: give details: | Yes/No |
| 2. | a) | Has the tenderer or any of its Constituent partners been debarred/ Expelled by any agency in India During the last three years. | Yes. /No |
| 3. | a) | Has the tenderer or any of its Constituent partners failed to Perform on any contract work in India during the last three years. | Yes/No |
| | b) | If yes, give details: | |

Note

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

Signature

ANNEXURE-C**No Relationship Certificate**

I/We hereby certify that I/We am / are not related to any officer of the Water Resources Department in the rank of Asst. Engineer and above and any officer of the rank of Asst. Secretary and above.

Signature of Contractor

Address _____

Date: _____

List of Relatives of the tenderer serving in F & ARD Dept.

Sl No	Name of the Relatives	Rank	Place of present posting with Office / Division of the Department.
1	2	3	4
1.			
2.			
3.			
4.			

Contractor

(Vide Para - 7 of Appendix P - 33 of P.W.D. Code Vol. II)

UNDER TAKING BY THE CONTRACTOR

I do here by undertake that, I will pay the minimum prevailing wages and other allowances (VDA) as fixed by Government of Odisha from time to time per day to the laborers engaged by me.

Contractor

ANNEXURE –D**FORMAT FOR PERFORMANCE RECORD OF CONTRACTORS**

(Duly certified by the Deputy Director under whom he has executed works in order to judge his past performance)

1.	Name of the Contractor	:	
2.	Registration No. & Date	:	
3.	Class of Contractor	:	
4.	Licensing Authority	:	
5.	License valid up to	:	
6.	Details of works executed	:	

Sl. No.	Jobs under execution	Agreement amount	Date of Commencement	Stipulated Date of Completion	Whether work is progressing as per programme	Reasons for delay, if any
1	2	3	4	5	6	7

7. Whether the Contractor has requisite machineries & personnel deployed

(Details of machinery and personnel deployed). :-

8. Whether the quality of construction is satisfactory. :-

9. Whether he has capability to make good in less time :-

10. Whether the Contractor has abandoned any work in the past three years, if yes, the details thereof. :-

11. Whether the Contractor has entered in to any litigation in the past if yes, the details thereof. :-

Name of the Certifying Officer

With official seal

Signature of Contractor

ANNEXURE – E**DETAILS OF WORKS SIMILAR TYPE ONLY CARRIED ON BY THE TENDERER
IN THE PAST**

Sl. No.	Name of works with No. & Date of Agreement & Division / Deptt. concerned	Place & Country	Tender Cost	Time in which completed	Date of Completion	Principal features
1	2	3	4	5	6	7

**CHECK LIST
SUBMITTED OR NOT**

1.	FORM –A STRUCTURE AND ORGANISATION	Yes/No
2.	True copies of Income Tax (PAN Card), Registration certificate & GST certificate.	Yes/No
3.	FORM-B RESOURCES PERSONNEL	Yes/No
4.	FORM –C RESOURCES EQUIPMENT	Yes/No
5.	AFFIDAVIT (Annexure-A)	Yes/No
6.	INFORMATION REGARDING CURRENT LITIGATION DEBARRING EXPELLING OF TENDERED OR ABANDONMENT OF WORK BY THE TENDERER (Annexure-B)	Yes/No
7.	NO RELATIONSHIP CERTIFICATE (Annexure-C)	Yes/No
8.	FORMAT FOR PERFORMANCE RECORD OF CONTRACTORS (Annexure-D)	Yes/No
9.	DETAILS OF WORKS SIMILAR TYPE ONLY CARRIED ON BY THE TENDERER IN THE PAST (Annexure-E)	Yes/No
10.	Certified copy of power of attorney in case of partnership firm, limited or Corporation attached.	Yes/No
11.	Documentary evidence as required in minimum pre-qualification criteria.	Yes/No
12.	Affidavit for authenticity of document, EMD & Paper cost.	Yes/No

CONTRACTOR**TENDER OPENING OFFICER**

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

ORISSA PUBLIC WORKS DEPARTMENT(FORM P₁/F₂)

Percentage Rate Tender and Contract for works

General Rules and Directions for the Guidance of Contractor.

1. The work proposed for execution by contract will be notified in a form of invitation to tender posted through the Govt. web-site "[https://www.orrisa.gov.in.](https://www.orrisa.gov.in)"
This notice will state the work to be carried out, the items and rates and approximate quantities thereof as well as the date for submitting and opening tenders also the amount of earnest money to be deposited and the amount of the security deposit to be deposited by the successful tenderer and the percentage if any, to be deducted from bills. Copies of the specification, designs, and drawings and any other documents required in connection with the submission of tender signed for the purpose of identification by the Sub-divisional Officer / **Executive Engineer** shall also be open for inspection by the contractor at the office of the Executive Engineer, Directorate of Fisheries, Odisha, Cuttack during office hours.
2. In the event of the tender being submitted by a firm it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so.
3. Receipts for payments made on account of work, when executed by a firm, must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipt must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
4. The memorandum of work tendered for and the memorandum of materials to be supplied by the Public Works Department and their issue rates shall be filled in and completed in the office of the Executive Engineer, Directorate of Fisheries, Odisha, Cuttack before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in, he shall request the office to have this done before he completes and delivers his tender.
5. The amount of earnest money and security money to be deposited shall conform to the following.
 - (a) All the contractors for the purpose of participation in tender have to deposit 1% of Bid amount as earnest money at the time of submission of tender and another 1% of the Bid amount at the time of drawl of agreement as initial security deposit.
 - (b) Besides earnest money and initial security deposit, contractors of Super, Special, A & B class will be required to furnish security deposit by way of deduction from their bills at the rate of 5% of the gross amount of each bill where as in case of C & D class contractors such deductions will be made at the rate of 3% of the gross amount of each bill. Thus, the total security deposit from the contractors will be 7% for Super, Special, A & B class and 5% for C & D class contractors.
 - (c) The earnest money and initial security deposit will be made in shape of National Savings Certificates/ Kishan Vikash Patra/ Post Office Savings Bank account/ Post Office time deposit account duly pledged in favour of the Executive Engineer, Directorate of Fisheries, Odisha, Cuttack.

6. The Engineer or his duly authorized assistant will open the tenders in the presence of any intending contractors who may be present at the time and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being rejected, the earnest money forwarded therewith shall there upon be returned to the tenderer with a refund order for the amount of the earnest money.
7. The Undersigned shall have the right of rejecting all or any of the tenders.
8. When a tender is selected for acceptance, the tenderer shall deposit the required amount of the security money in shape of National Savings Certificates/ Kishan Vikash Patra/ Post Office Savings Bank account/ Post Office time deposit account duly pledged in favour of **Executive Engineer, Directorate of Fisheries, Odisha, Cuttack**. No tender shall be finally accepted until the required amount of the security money has been deposited.
9. The amount of security money to be deposited by the tenderer whose tender is selected for acceptance shall be 2 percent of the bid value of the work and towards this amount, the earnest money already deposited by him shall be credited, failing which tender shall be liable for rejection.
14. The earnest money deposited is liable to be forfeited to Govt. if the tenderer backs out from the offer before acceptance of the tender by the competent authority.
15. T.D.S (Tax Deducted at Source) towards GST (OGST and CGST) as applicable will be deducted at the rate prescribed in the GST acts as applicable & as amended from time to time. The Cess will be deducted @ 1% under the Building & Other Construction Workers (Regulation and Employment and Conditions of Service) Act,1996, as enforced vide Govt of Orissa, Labour & Employment Department Resolution No. LL-I-(iii)-25/07- 12653, dt. 15.12.2008.
16. The contractor has to mention percentage excess or less over the estimated (in figures as well as words) in prescribed format of the Bill of Quantity (BOQ) appended to the tender document.
17. Only percentage quoted shall be considered. Percentage quoted by the contractor should be accurately filled-in figures and words, so that there is no discrepancy.
 - (a) If any discrepancy is found in the percentage quoted in words and figures, then the percentage quoted by the contractor in words shall be taken as correct.
 - (b) The contractor will write percentage excess / less up to **two decimal** points only.
 - (c) The tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections, over writings and interpolations, where unavoidable, shall be made by making out, initiating, dating and rewriting.
18. Bills for percentage rate tender shall be prepared at the estimated rates for individual items only and the percentage excess or less shall be added or subtracted from the gross amount of the bill.

TENDER FOR WORKS

I/We hereby tender for the execution for the Governor of Orissa of the work specified in the underwritten memorandum at the percentage rate specified therein within a period of **30 days** from the date of written order to commence and complete in all respect with the specifications, designs, drawings and other documents referred to in rule-1 thereof and subject to the annexed conditions of contract and with such material as are provided for by and in all other respects in accordance with such conditions so far as applicable.

MEMORANDUM

- | | | |
|---|---|----------------------------------|
| a) If several sub works are included they should be detailed in a separate list. | a) Name of work : | |
| | b) Name of the Contractor : | Register Firm/
Agency |
| | c). Amount put to tender : | |
| | iii. Agreement Amount : | |
| e) The deposit will be 2% of the bid value of the work | d) Earnest money deposit: | |
| | Initial Security | |
| | deposit(including earnest money) to be deposited before the commencement of the work: | |
| | i) Additional Performance Security : | |
| f) This percentage deduction from bills will be credited to the contractor's security deposit | f) Percentage to be deducted from bills : | |
| | g) Time required for the work from date of written order to commence : | |
| | h)i Date of written order to commence : | |
| | ii. Stipulated date of completion: | |
| i) Total number of items of work tendered for | : | 1 (one) Item |

Should this tender be accepted I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed here to so far as applicable, or in default thereof to forfeit and pay to the Governor of Orissa or his successors in office the sums of money mentioned in the said conditions.

Dated theday of2023

Signature of the Contractor

Signature of the Contractor before
submission of tender

Witness:

Signature of one witness to Tenderer's
Signature

Address:

Occupation:

The above tender is hereby accepted by me on behalf
of the Governor of Orissa.

Dated theday of2023

Signature of the Officer
bywhom accepted

CONDITIONS OF CONTRACT.

Clause 1. All compensation or other sums of money payable by the contractor to Govt. under the terms of his contract may be deducted from or paid by sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due or may become due to the contractor by Govt. 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.

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 of 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 of the essence of the

Compensation for delay.

contract on the part of the contractor) and the contractor shall pay as compensation an amount $\frac{1}{2}$ percent on the amount of the estimated cost if the whole work as shown by the tender for every day that the work remains un-commenced, 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-fourth of the work, before three-fourth of such time has 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 of 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 percent on the estimated cost of the work as shown in the tender. **Clause 2 (b)** If there are possibilities of exceeding this compensation amount as mentioned in clause (A) 10 percent 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 Govt. (whether paid in one sum or deducted by installments) the Executive Engineer on behalf of the Governor of Orissa shall have power to adopt any of the following courses, as he may deemed best suited to the interest of Govt.

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 20% of the value of left over work will be realized from the contractor as penalty.

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 & 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 percentage rate as if it had

Action when whole security deposit is forfeited.

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 may be 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 Govt. 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 materials or entered into any engagements or made any advance an 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 force 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 **one year** after the date of completion of the work provided the final bill has been paid and defects if any rectified.

Clause 3. In any case in which any of the powers, conferred upon the Executive Engineer by clause 2 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 default by the contractor of which by any clause or clauses 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 powers vested in him under the preceding clause he may if he so desire, 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 be used for the execution of the work or any part thereof paying or allowing for the same in the account as the contract percentage rate, or in case of these not being applicable at current market percentage rate to be certified by the Executive Engineer whose certificate thereof shall be final otherwise the Executive Engineer may be notice in writing to the contractor or his clerk of the works, foreman or other authorized agents require him to remove such tools plants, 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 the such requisition the Executive Engineer may remove them at the Contractor's expenses or sell them by auction or private sale on account of the contractor and at his risk in all respect, and the certificate of the

Contractor remains liable to pay compensation if action not taken under Clause - 6

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

Executive Engineer as to the expenses of any such removal and the amount of proceeds and expenses of any such sale shall be final and conclusive against the contractor.

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 extensions as aforesaid and the Executive Engineer shall if in his opinion (which shall be final) reasonable grounds be shown therefore, authorize 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.

Extension of time

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 wood works doors windows, walls, floors or other parts or 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 cleaning off dirt on or before the date fixed for the work the Engineer-in-charge may at the expenses of the contractor remove such scaffoldings, materials and rubbish and dispose of the same as he thinks fit and clean of 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 of surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Final Certificate.

Sub-Clause 5. If in the opinion of the Engineer-In-Charge, which shall be final & binding on the contractor, occupation or utilization of a portion of the work completed no way interferes with progress of the work the same may be occupied or utilized by on behalf of the Government under the written order of the Engineer-In-Charge and get the defects, if any rectified by the contractor at his 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.

Clause 6. A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month and the Engineer-in-charge or his subordinate shall take the requisite measurement for the purpose having the same verified and the claim 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 countersignature to the measurement list will be sufficient warrant and the Engineer-in-charge or his subordinate shall be binding on the contractor in all respects.

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

Provided that, if any balance of 5% 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 the imperfect or unskillful work to be removed and taken away and reconstructed or re-erected or to be considered as an admission of 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 conditions or any of them as to the final settlement or adjustment of the accounts or otherwise or in any other way vary or affect the contract.

Clause 7. The final bill shall be prepared by the officers 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.

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 price to be charged therefore as hereinafter mentioned being so far practicable for the convenience of the contractor but not so as in many ways to control the meaning or effect of this contractor is specified on 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 percentage rate 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, or against or from the security deposit or the proceeds of sale thereof if the same is held in securities, the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Govt. and shall not on any account be removed from the site of the work and shall all time be open to inspection by the Engineer-in-charge any such materials unused and in perfectly good condition at 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 whichever is less if by a

Stores supplied by the Government

notice in writing under his hand he shall so require but the contractor shall not be entitled to return any such materials unless with such consent and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him or for any wastage in or damage to any such materials.

Clause 8 (a) "If a contractor removes any material or stock so supplied to him from the site of the work in contravention of the provisions of this clause with a view to dispose of the same dishonestly, he shall in addition to any other liability civil or criminal arising out of this contract be liable to pay a penalty equivalent to five times the price of the said materials or stock, according to the stipulated rate. The penalty so imposed shall be recoverable from any sum that be then or at any time thereafter may become due to the contractor or from his security deposit or the process of sale thereof".

Clause 8 (b) Owing to difficulty in obtaining certain materials in the open market the Govt. have undertaken to supply materials specified in the schedule here to annexed. There may be delay in obtaining materials by the Department and the contractor is therefore required to keep himself in touch with the day-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 – 4.

Clause 9. The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly full and faithfully to designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access at such office for the purpose of inspection during office hour 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 design, drawings and instruction as aforesaid.

Work to be executed in accordance with specification, drawing and order

Sub-clause -9 The work should be done strictly in accordance with the relevant specifications of the ISI Codes. If the work is not covered by the specification of ISI it should be done in accordance with the provision in the Detailed standard specifications (O.D.S.S.). In case, the work is not covered by O.D.S.S. the work should be executed as per the instruction of the Engineer-in-charge.

Clause 10. The Engineer-in-charge shall have power to make any alternation in or additions to the original specification, drawings, designs, and instructions that may appear to him necessary and advisable during the progress of work and the contractor shall be bound to carry out the work in accordance with

Alternation in specification and designs

any instructions which may be given to him in writing signed by the Engineer-in-charge and such alternation 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 respect on which he agreed to do the main work and at the same rate 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 differs 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 out at the rate entered in the sanctioned schedule of rate of the locality during the period when the work is being carried on and if such last mentioned class of work is not entered on the schedule of rate of the district then the contractor shall within seven days of date of his receipt of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to 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 in such manner as he may consider advisable.

Do not invalidate contracts

Extension of time in consequence of alternations.

No deviations from the specification stipulated in the contractor additional items of work shall ordinarily be carried out by the contractor nor shall any altered additional or substituted work be carried out by him unless the rate 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 the 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.

Rate of works not in estimate of schedule or rate of the district.

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

Clause 11. If at any time after the commencement of the work the Govt. or Orissa shall for any reason whatsoever nor require the whole thereof as specified in the tender to be carried out the Engineer-in-charge shall give notice in writing of the fact to the contractor. Who shall have no claim to any payment 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 alteration having made in the original specifications, drawings, designs and instruction which shall involve any curtailment of the work as originally contemplated.

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

Clause 12. If it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound, imperfect unskillful 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 notwithstanding that the same may have been inadvertently passed certified and paid for forth with rectify or remove and reconstruct the work so specified in whole or in part as the case may require or as the case may be remove the 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 continue and in the case of any such failure the Engineer-in-charge may rectify or remove and execute the work or remove and replace with others the materials or articles complained of as the case may be at the risk and expense in all respect of the contractor.

Action and compensation payable in case of bad work

Clause 13. All work under or in course of execution or executed in pursuance of the contract shall at all time 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 at 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 received orders and instructions, 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.

Work to be open for inspection.

Contractor or responsible Agents to be present.

Clause 14. The contractor shall give not less five days' notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work and if any work shall be covered 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 or allowance shall be made for such work or the materials with which the same was executed.

Notice to be given before work is covered up.

Clause 15. If the contractor or his work people or servants shall break defect injure or destroy any part of building in which they may be 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 clause 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

Contractor liable for damage done and for 6 months from date of final certificate of its completion.

the Engineer-in-charge as completion shall have been given by the Engineer-in-charge as aforesaid, the contractor shall make the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may be then or at 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.

Clause 16.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 the conditions or not or which may be necessary for the purpose of satisfying or complying with the requirement of the Engineer-in-charge as any matter as to which under this conditions entitled to be satisfied, which he is entitled to require together with carriage therefore to & from the work. The contractor shall also supply without charge the requisite no of persons with the means & materials necessary for the purpose of setting out works and counting, weighing 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 also provide all necessary fencing and light required to protect the public from accident and shall be bound to under the contract, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The contractor shall bear the expenses of defense 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 proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

Contractor to supply plants, ladders, scaffolding etc.

And is liable for damages arising from non-provision of lights fencing etc.

Clause – 17 No female labour shall be employed within the limits of a cantonment. The contractor shall not employ for the purpose of this contract any labour below the age of twelve year, and shall pay to each laborer; for the work done by such labour, wages not less than the wage paid for similar work in the neighborhood.

Explanation : Fair wages means wages whether for time or piece work prescribed by State P.W.D. provided that where higher percentage rate have been prescribed under the minimum wages Act 1948 wages at such higher percentage rate would constitute "Fair wages" [W/D No.22059 dated 16.8.77.

The Executive Engineer shall have the right to enquire into and decide any complaints alleging that the wages paid by the contractor to any laborer for the work done by such laborer 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 laborer employed by the contractor is below the age of twelve years and to refuse to allow any laborer whom he decides to be below the age of twelve years to be employed by the contractor.

Clause – 17 (a) The contractor shall, if so required by the Engineer-in-charge employ one more Engineering Graduate or Diploma holder as apprentices at his own cost if the cost of work as shown in the tender exceeds Rs.2,50,000/- The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date when 90% of work is completed. The stipend to be paid to the apprentices, should not be less than Rs.200/- per day in case of graduate Engineers and not less than Rs.150/- per day in case of Diploma holders. The number of apprentices to be employed should be fixed by the Chief Engineer in a manner so that total expenditure does not exceed 1% of the tender cost of the work.

Clause – 17 (b) Super/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 under the contractor shall be full time & continuous and they should not be superannuated, retired, dismissed or removed personnel from any State Govt. or Central Govt. service/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 personnel 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 personnel appointed by the contractor should be intimated to the tender receiving authority along with the tender.

Employment of Graduate
Engineers & Diploma
Holders

Each bill of the **Super class** contractor shall be accompanied by an employment Roll of the Engineering personnel together with a certificate of the Graduate Engineer or Diploma holder employed

by the contractor to the effect that the work executed as per the bill has been supervised by him.

Clause 18. The contractor shall not be assigned or sublet without the written approval of the Executive Engineer. And if the contractors shall assign or sublet his contract or attempt so to do or become insolvent or commence any insolvency proceedings, or make any composition with his creditor or attempt so to do or if any bribe gratuity, gift, loan perquisite reward or 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 Govt. 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 to 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 ensure as if the contract has been rescind under clause 3 thereof and in addition

the contractor shall not be entitled to recover or be paid for any work there to for actually performed under the contract.

Clause 19. All sums payable by way of compensation under any of the conditions shall be considered as reasonable compensation to be applied to the use of Govt. without reference to the actual loss or damages sustained, and whether or not any damage shall have been sustained.

Clause 20. In the case of a tender by partners any change in the constitution of the firm shall be forth-with 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 day the Engineer-in-charge may by notice in writing rescind the contracts and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Govt. and the same consequences shall ensure as if the contract had been rescinded under clause 3 thereof and in addition the contractor shall not be entitled to recover or be paid for any works therefore actually performed under the contract.

Clause 21. 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 22. Deleted

Clause 23. 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 percentage rate 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 amounts entered in the estimate and the certificate in writing of the Engineer-in-

Work not to be sublet without written permission from Engineer-in-Charge.

Contract may be rescinded and any security deposit forfeited for subletting bribing or if contractor becomes in solvent

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

Change in constitution of firm

Lump sums in the estimate.

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.

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

Action where no specification.

Clause 25. The expression “works “ or “work” 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

Definition of works

Clause 26. Government shall be entitled to recover in full from the contractor any amount that the Govt. may be liable to pay under Workmen’s Compensation Act VIII of 1923 to any workmen employed in course of execution of any part of the work covered by these contract.

Clause 27. 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 Odisha 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 28. 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 29. The contractor at his own cost for his labour camp will make sanitary arrangements.

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

**Clause 31 to
31e (i) & (ii)
not applicable**

Clause 31. Price Escalation (AS per Works Dpt. Let No 12606/W dated 24.12.2012) **Contract price shall be adjusted for increase or decrease in rates and price of labour, cement, steel, bitumen, pipes, POL & other materials component in accordance with the following principles and procedure as per formula given below.**

31 (a) (i) – REIMBURSEMENT /RECOVERY DUE TO VARIATION IN PRICES OF MATERIALS OTHER THAN (STEEL, CEMENT, BITUKMEN, PIPES & POL)

If during the progress of the work, the Price of any material (excluding the cost of steel, cement, Bitumen & POL) incorporated in the work (not being materials supplied from the Engineer-in-charge's store) in accordance with clause thereof increases or decreases as result of increase or decrease in the average wholesale price index (all commodities) and the contractor there upon necessarily and properly pays in respect of that 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 85% in between the average wholesale price index (all commodities) which is operating for the quarter under consideration and that operated for the quarter in which the BID was received (last date of receipt) as per the formula indicted below provided that the work has been carried out within the stipulated time or extension there of as are not attributable to him. If penalty is levied for delayed completion of work, the contractor shall not be eligible to get price escalation on the above materials on the value of works executed during the extended period.

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

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

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

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

$$V_m = 0.85 \times \frac{P_m \times R}{100} \times \frac{(M_i - M_o)}{M_o}$$

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

R= The value of work done during the quarter under consideration excluding the work executed under extra items if any at

prevailing schedule of rates/derived rates.

Mo= The all India Wholesale price index (all commodities) prevailed during the quarter of last date of receipt of bids (as published by the Economic Adviser to Govt. of India , Ministry of Industry & Commerce, New Delhi).

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

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

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

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

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

(1). Contractors have to submit the vouchers showing procurement of different materials from authorized dealers for the said work.

(2) Differential cost will be allowed only for the works which are progressed as per the approved work programme /revised work programme duly approved by the Engineer-in-Charge.

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

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

(a) Adjustment towards differential cost of Cement.

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

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

$C_i =$ All India Wholesale price index for cement for the quarter under consideration as published by Economic Adviser , Govt. of India, Ministry of Industry and Commerce, New Delhi.

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

(b) Adjustment towards differential cost of steel.

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

Vs= Differential cost of steel i.e amount of increase or decrease in rupees to be paid or recovered.

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

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

(c) Adjustment towards differential cost of bitumen.

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

V_b= Different cost of bitumen i.e amount of increase or decrease in rupees to be paid or recovered.

B_i= Average cost of bitumen prevailed during the period under consideration as fixed IOCL/BPCL/HPCL.

B_o= Base price of bitumen as prevailing on the last stipulated date of receipt of tender including extension, if any.

(d) Adjustment towards differential cost of pipes.

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

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

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

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

P_i= All India Wholesale price index for the period under consideration as published by Economic Adviser, Govt. of India, Ministry of Industry & Commerce, New Delhi for the type of pipe under consideration.

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

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

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

shall not be eligible to get escalation on labour on the value of works executed during the extended period.

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

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

$$VI=0.85 \times PI/100 \times R \times (Li - Lo)/Lo$$

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

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

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

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

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

31(c) REIMURSEMENT /REFUND DUE TO VARIATION IN PRICES OF POL.

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

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

$$Vf=0.85 \times Pf/100 \times R \times (Fi - Fo) / Fo$$

Vf=Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for POL.

Pf=Percentage of POL component of the work, as indicated in clause 31(d) below.

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

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

F_o = All India wholesale price index for fuel , oil and lubricants (High Speed Diesel) as prevailing on the last stipulated date of receipt of tender including extension, if any.

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

Percentage Table.					
% Component (cost wise)					
Sl. No	Category of works		Labour (Pi)	POL (Pi)	Steel +cement + bitumen +other materials.
1	R&B work (% of component)	Road works	5	5	90
		Bridge works	25	5	70
		Building works	25	-	75
2	Irr. works (% of component)	Structural works	20	5	75
		Earth, canal & embankment work	25	10	65
3	P.H. work	Structural works	25	5	70
		Pipe line work			<u>Pipe - 70%</u>
		Sewer line	5		* Other materials - 25%
			10		<u>Pipe - 70%</u> *Other materials - 20%

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

31(e) APPLICATION OF ESCALATION CLAUSE

(i) The contractor shall for the purpose of availing reimbursement /refund of differential cost of steel, bitumen, cement, pipe, POL and wages, keep such books of account and other documents as are necessary to show that the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of Govt. and further, shall at the request of the Engineer-in-Charge, furnished documents to be verified in such a manner as the Engineer-in-Charge may require any document and information kept . The contractor shall within a reasonable time of 15 days of his becoming aware of any alteration in the price of such material, wages of labour and /or price of POL give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition along with information relating thereto which he may be in a position to supply.

(ii) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the 3 calendar months of the said quarter. The first such payment shall be made at the end of 3 months after the month (excluding the month in which the tender was accepted) and thereafter, at 3 months intervals. At the time of completion of work, the last period for payment might become less than 3 months depending on the actual date of completion.

Clause 32. 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. The ground up to 100'-0" wide from the building should be cleared and dressed.

FAIR WAGE CLAUSE

Clause 33. (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 laborers fair wages.

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

The Executive Engineer shall have the right to enquire into and decide any complaint alleging that the wages paid by the contractor to any laborer for the work done by such laborer is less than the wages as per sub-paragraph (1) above.

(b) The contractor shall, notwithstanding the provision of any contract to the contrary, cause to be paid a fair wage to laborers indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work, as if the laborers 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 deduction from wages, recovery of wages not paid and deduction unauthorized 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 matters of 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 or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers nonpayment 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-a-Vis, the Govt. of Odisha the contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractor.

(f) The regulations aforesaid shall be deemed to be a part of this contract and any branch thereof shall be a branch of this contract.

PRICE BID

BILL OF QUANTITY FOR THE WORK

**SURVEY, INVESTIGATION, STRUCTURAL
DETAILING AND PREPARATION OF DPR FOR THE
WORK "CONSRUCTION OF OFFICE BUILDING FOR
THE DIRECTORATE OF FISHERIES, ODISHA AT
KHAPURIA, CUTTACK**

ESTIMATED COST PUT TO TENDER: ₹ 17,36,041.00

**OFFICE OF THE EXECUTIVE ENGINEER [CIVIL]
DIRECTORATE OF FISHERIES, ODISHA CUTTACK**

BILL OF QUANTITY

NAME OF WORK:- SURVEY, INVESTIGATION, STRUCTURAL DETAILING AND PREPARATION OF DPR FOR THE WORK "CONSRUCTION OF OFFICE BUILDING FOR THE DIRECTORATE OF FISHERIES, ODISHA AT KHAPURIA, CUTTACK".

SL NO.	ITEM OF WORK	QTY.	UNIT	ESTIMATED	
				RATE	AMOUNT
1	Conducting survey over earmarked Land of 1.94 Ac. with preparation of digitalized Topographic map reflecting permanent assets & vegetation, contour map showing NSL & designed formation level using DGPS/ Total station including Transfer of Bench Mark value from the nearest known authentic TBM etc With Conducting Soil Investigation for the structure etc and supply of digitized land use plan, contour map, Detailed lay-out plan, Structural Design of Sub-structure and Super structure component wise working Plans, Elevations and Sections, 3D Drawings, 2D Drawings and preparation of Detailed Project Report (For multistorey Buildings with proper approval from appropriate authority) , Submission of Tender Documents, Soft and Hard Copies with Technical Sanction from appropriate authorities there of etc (6 copies) including Camp tent and field mobility, cost of labour charges and materials, labour cess, cost of maps and all conveyance with GPS co-ordinate at an interval of 10 mtr. as per specification & directed by the Engineer-In-Charge.	1.0	Each	₹ 17,36,041.00	₹ 17,36,041.00
				Total	₹ 17,36,041.00
TOTAL - 01 (ONE) ITEM ONLY				Or Say.	₹ 17,36,041.00
[RUPEES SEVENTEEN LAKH THIRTY SIX THOUSAND FORTY ONE] ONLY					
RATE QUOTED BY THE TENDERER					
		IN FIGURE		IN WORDS	
PERCENTAGE EXCESS OVER THE ESTIMATED VALUE					
PERCENTAGE LESS OVER THE ESTIMATED VALUE					
PERCENTAGE AT PAR THE ESTIMATED VALUE					

CONTRACTOR**APPROVED**

Sd/-
Executive Engineer (C)
Directorate of Fisheries,
Odisha, Cuttack