

## 31(e) : APPLICATION OF ESCALATION CLAUSE:

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 Government and further, shall at the request of the Engineer-in-Charge, furnish 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 P O L give notice thereof to the Engineer-in-charge stating that the same is given pursuant to this condition along with information relating to there to which he may be in a position to supply.

**Percentage Table**

| Sl No | Category of Works                     |                                   | % Component ( Cost wise) |               |   |
|-------|---------------------------------------|-----------------------------------|--------------------------|---------------|---|
|       |                                       |                                   | Labour<br>( Pl )         | POL<br>( Pf ) | Steel (Ps) + Cement<br>(Pc) +<br>Bitumen (Pb) + Pipes<br>(Ppi) +<br>Plant & Machinery<br>Spare &<br>Component (Pp) +<br>Other<br>Materials* |
| 1.    | R&B Works<br>(% of Component )        | Road Works                        | 5                        | 5             | 90  |
|       |                                       | Bridge Works                      | 5                        | 5             | 91  |
|       |                                       | Building Works                    | 5                        | 5             | 92  |
| 2.    | Irrigation Works<br>(% of Component ) | Building Works                    | 5                        | 5             | 93  |
|       |                                       | Earth, Canal &<br>Embankment Work | 5                        | 5             | 94  |
| 3.    | PH Work                               | Structural Work                   | 5                        | 5             | 95  |
|       |                                       | Pipeline Work                     | 5                        | 5             | Pipe-70%<br>*Machinery + Other<br>materials-20%   |
|       |                                       | Sewer line                        | 5                        | 5             | Pipe-70%<br>* Machinery + Other<br>materials-20%  |

(i) \*Note:- Further break up may be worked out considering the consumption of Cement, Steel, Bitumen, pipe and Plant & machinery Spare Component in the concerned Works and shall be provided in the bid document in shape of "Schedule of Adjustment Data" as an "Appendix to Bid" (enclosed herewith).



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## Appendix to Bid

### Schedule of Adjustment Data

[For all works, adjustment factor for Labour and POL shall be considered @ 5% each. Steel, Cement, Pipes, other Materials and Machinery shall contribute to 90% of Price Adjustment and shall be calculated for each work separately during preparation of estimate, shall be approved by the authority during technical sanction as a "Schedule of Adjustment Data" and shall form part of the Bid Document]

| Cl. No. 31 of F2/P1 Contracts Sl. No. | Index description   | Source of Index   | Base Value* | Base Date* | Weightage of Item** |
|---------------------------------------|---------------------|---|-------------|------------|---------------------|
| 31 (a) (i)                            | Other Materials     | All India Whole sale price index (all commodities) as published by the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry  |             |            | 55.93%              |
| 31 (a) (ii)                           | Cement              | Whole sale price index for Cement (Ordinary Portland Cement) as published by the office the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.                              |             |            | 8.26%               |
| 31 (a) (iii)                          | Steel               | Whole sale price index for Steel (Mild Steel-Long Products) as published by the office the Economic Advisor to the Govt. of India, Ministry of commerce and Industry.                               |             |            | 24.95%              |
| 31 (a) (iv)                           | Bitumen (VG-30)     | Official retail price of bulk bitumen at the nearest IOC/HPCL depot.  |             |            | 0.00%               |
| 31 (a) (v)                            | Pipes               | Whole sale price index for the type of Pipe under consideration, as published by the office the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.                          |             |            | 0.00%               |
| 31 (b)                                | Labour              | Minimum wage notified by the Labour and Employee's State Insurance Department of Government of Odisha, India.   |             |            | 5%                  |
| 31 (c)                                | POL                 | Official retail price of HSD at nearest IOCL/HPCL/BPCL Consumer pump depot.   |             |            | 5%                  |
| 31 (d)                                | Plant and Machinery | Whole sale price index for Manufacture of Machinery for Mining, Quarrying and Construction as published by the office the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry |             |            | 5%                  |
|                                       |                     |   | Total       |            | 100%                |

\* Values to be filled up at the time of drawl of contract

\*\*Values to be filled up in the bid document.

(II) Codal / contractual provisions regarding Price Adjustment in works contract - (Vide Works Department office Memorandum No-1739/W dt. 03.02.2023.



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Codal / Contractual provisions regarding Price Adjustment in Works Contract was under active consideration of Government for some time past. After careful consideration, Government was pleased to make the codal/ contractual provisions regarding Price Adjustment clause due to increase or decrease in rate and price of Labour, Materials, Fuels and Lubricants and Plant and Machineries, Spare Components vide Works Department O.M No. 15847/W Dtd 19.11.2019.

Now, in continuation of Works Department O.M No. 15847/W dtd. 19.11.2019, Government have been pleased to make the following provisions in place of existing provision relating to "Schedule of Adjustment Data under Appendix to Bid".

[For all works, adjustment factor for Labour and POL shall be considered at the rate of 5%

each. Steel, Cement, Pipes, other Materials and Machinery shall contribute to 90% of Price

Adjustment and shall be calculated for each work separately during preparation of estimate, shall be approved by the authority during technical sanction as a "Schedule of Adjustment Data" and shall form part of the Bid Document. The cases where the original technically sanctioned estimate gets revised. The technical sanction to the revised estimate will be obtained from the competent authority as provided under Para 3.11.2 (b) of OPWD Code, Volume-I. Based on the revised technically sanctioned estimate, the Labour & the POL component shall be given the weightage of 5% each as provided in O.M No.15847/W dated 19.11.2019 of Works Department and the weightage of 90% on steel, cement, bitumen. Pipes, other materials and plant and machinery spare component shall be given as per the technically sanctioned revised estimate excluding the extra items. The revised weightage of "Schedule of Adjustment Data" based on revised technically sanctioned estimate shall be included as an Addendum to the agreement. The technical sanctioning authority shall be the competent authority for this purpose.]

- 37 If any advance / Secured advance is granted by the Department the same will bear interest at the rate of 18% P.A.
- 38 All items of work as per schedule of quantities of this tender should confirm to Odisha Detailed Standard Specification. I.R.C. & I.S.I. Codes & Bridge code section I,II,III,IV&VII & latest design criteria for pre-stressed concrete bridge specially for Roads & Bridges issued by MoRT&H., Government of India, Compacting shall have to be carried out with help of mechanical vibrators from the range of I.S.:2505, I.S.:2006, I.S.:2514. I.S.:4656.
- 39 Centering & Shuttering shall be with suitable steel shutters in side of which shall be lined with suitable sheeting and made leak proof and watertight. All joints in formwork shall be properly sealed preferably with P.V.C. joints sealing tapes & compounds.
- 40 Form work including complete false work shall be designed by the Contractor without any extra cost to employer and the Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly of fully such structures, if found defective in their opinion. Any eventually such as loss of lives or property due to failure of centering and shuttering shall be the responsibility of the Contractor regarding compensation of all claims thereof.
- 41 Cement shall be used by bags and weight of one bag of Cement should be 50 (fifty) Kg. net & the Engineer-in-Charge or his representative shall have the right to test the weight & quality from time to time.
- 42 The tenderers shall make all arrangements for proper storage of materials but no cost for raising shed for store and pay of security guard etc. will be borne by the Department. The department is not responsible for any theft or loss of materials at site. It is contractor's risk. Under any such plea, if the tenderer stops the work he shall have to pay the full penalty as per clauses of the contract.
- 43 Approach road to site of work for transport of materials to site of work is sole responsibility of the Contractor. Statutory traffic restriction in the town area for Transport of construction material to site of work is to be taken in to consideration before tendering and no consideration for extra time or compensation thereof shall be considered.



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- 44 The contractor should at his own cost arrange necessary tools and plants required for efficient execution of work and the rates quoted should be inclusive of transportation, hire and running charges of such plant and cost of consumables.
- 45 The contractor shall properly co-ordinate with the execution of P.H. and Electrical works and take care of the safety of workers.
- 46 The machineries if available, with the department may be supplied on hire as per charges noted in the enclosed statement and may be changed from time to time subject to the condition that the contractor will execute in advance an agreement with the Engineer-in-Charge.
- 47 No claim whatsoever will be entertained for supply of machineries. No extension of time will be granted to the contractor under this ground under any circumstances
- 48 The tenderer should furnish along with their tender a list of works executed during the last five years duly certified by the concerned Engineer-in-charge indicating the satisfactory completion for Civil, P.H. & Electrical works as per the proforma enclosed in a separate sheet of **Schedule-D** (for detail refer to Clause No. 72).
- 49 The tenderer or any of its constituent partners of whose contract for any work has been rescinded or who has abandoned any work in the last five years prior to the date of Bid shall be debarred from qualification. The tenderer is to furnish an affidavit at the time of submission of tender paper about the authentication of tender documents. An affidavit to this effect is to be furnished in **Schedule-F** and information in **Schedule-E**
- 50 It should be clearly understood that :
- a) The joints of the bars are to be provided with lapping, welds or bolts nuts as well be directed by the Engineer-in-charge.
  - b) Concrete test specimens 150mm × 150mm × 150mm in size (whether plain or reinforced concrete) for the testing shall be taken for each structural member by a representative of the contractor in the presence of responsible officer of the rank not lower than that of an Assistant Engineer or sub-Divisional Officer. The contractor shall bear the cost so involved in testing. The test specimen in cube should be carried out in the **Departmental Quality Control and Research Laboratory of Cuttack or Bhubaneswar**. Test should be carried out in accordance with the stipulation in Bridges code section-III.
  - c) Test specimens shall be formed carefully in accordance with the standard method of taking test specimen and no plea shall be entertained later on the grounds that the casting of the test specimen was faulty and that the result of the specimen did not give a correct indication of the actual quality of concrete.
  - d) Plain concrete and reinforced concrete specimens will be tested in **Quality Control and Research Laboratory as per direction of Engineer-in-charge**. Cost of testing of all specimens and samples will be borne by the Contractor.
- 51 The rates quoted should be inclusive of carriage of water required in connection with execution of the work. No claim for carriage of water whatsoever will be entertained
- 52 The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice at his cost if the work as shown in the tender exceeds Rs.2,50,000.00. 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 the work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
- 53 List of tool & plants in running condition in possession of contractor is to be furnished in a separate sheet of **Schedule-C**.
- 54 It is the responsibility of the contractor to procure and store explosive required for blasting operation. Department may render necessary possible help for procuring license.



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- 55 For submission of a tender for the work, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work about the quality and availability of the required quantity of materials, Medical aid, labour and Flood stuff etc. and that the rates quoted by him in the tender will be adequate to complete the work according to the specifications attached thereto and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted labour rates and materials with taxes, Octoroi and other duties lead, lifts, loading and unloading freight for materials and all other charges necessary for the completion of the work to the entire satisfaction of the Engineer-in-charge of the work and his authorized subordinates. After acceptance of the contract rates Government will not pay any extra charges for any reason in case the contractor finds later on to have misjudged the conditions as regards the availability of materials, labour and other factors. The contractor will be responsible for any misuse, loss or damages due to any reasons whatsoever of any departmental material during the execution of work. In case of loss, damage or misuse, recovery at the rate at 5 times the cost of the materials will be deducted from the bills or his other dues.
- 56 The prevailing percentage of I.T. Depart
- 57 GST at source will be deducted as per the Government rule in force.
- 58 Prevailing rate of cess i.e. @ 1% on estimated cost put to tender as per the Building and Other Constructed Workers (RE&CS) Act. 1996 and Buildings and Other Construction Workers Welfare Cess Act. 1996 (vide resolution No.-12653, dt.15.12.2008 of Labour and Employment Department, Govt. of Odisha) will be deducted from each running bill of the contractor.
- 59 It must be clearly understood that under no circumstances any interest is chargeable for the dues or additional dues if any payable for the work executed and final bill pending disposal due to any reason whatsoever.
- 60 No extra payment will be made for removing spreading and consolidating salvaged metals and materials.
- 61 Under section 12 of contractors labour (Regulation and Abolition) Act. 1970 the contractor who undertakes execution of work through labour should produce valid license from licensing authorities of labour Department.
- 62 Performance Security / Additional Performance Security :
- 62.1. If the rate quoted by the bidder is less than 15% of the tendered amount, then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids. But if more than bid is quoted at 14.99% (Decimals up to two numbers will be taken for all practical purpose) less than the estimated cost, the tender accepting authority will finalize the tender thorough a transparent lottery system where all bidders / their authorized representatives, the OSD (Development), SJTA and Dy. Administrator (Finance, SJTA will remain present.  
(Amendment to Appendix-IX, Clause-36 of OPWD Code Vol.-II)  
(by inclusion vide O.M.No.12366 dt.08.11.2013).
- 62.2. (a) 1. Additional Performance Security (APS) is being obtained from the Successful bidder when the bid amount is less than estimated cost put to tender to the extent of the amount in the table (a-3) as given below in shape of Term Deposit Receipt pledged in favour of Chief Administrator, Shree Jagannatha Temple Administration, Puri payable at Puri / Bank Guarantee in Chief Administrator, Shree Jagannatha Temple Administration, Puri payable at Puri from any Nationalized / Scheduled Bank in India counter guaranteed by its local branch at Puri within seven days of issue of Letter of Acceptance (LoA) by the Divisional Officer (by e-mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the Earnest Money Deposit / Bid Security shall be forfeited. Further proceeding for blacklisting shall be initiated against the bidder as per amendment to Para 3.5.5 (v) of OPWD Code, Volume-I vide Works Department Office Memorandum No. 14459/W dated 20.09.2018.



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(a) 2. The State Government is in receipt of many representations that on account of slowdown in economy due to the pandemic COVID-19, there is acute financial crunch among many contractors, which in turn is affecting timely execution of the contractors. It has also been represented that this may affect the ability of the contractors to bid in tenders and hence reduce competition. Requests are being received for reduction in quantum of Additional Performance Security in the Government Contracts.

a) 3. In view of the above, the Government of Odisha, Works Department vide their office Memorandum No. 4559 dt. 05.04.2021 has been pleased to fix the following rate of Additional Performance Security;

| Sl. No. | Range of Difference between the estimated cost put to tender and Bid amount | Additional Performance Security to be deposited by the successful bidder |
|---------|---|--|
| I       | Below 5%  | No Additional Performance Security                                       |
| II      | From 5% and above and below 10%   | 50% of (Difference between estimated cost put to tender and Bid Amount)  |
| II      | From 10% and above  | 150% of (Difference between estimated cost put to tender and Bid Amount) |

(Office Memorandum No.4559 dt. 05.04.2021 in place of Office Memorandum No. 14459 dt. 20.09.2018).

(b) "Security for the due fulfillment of a contract should invariably be taken. The security may be taken in shape of N.S.C /Post Office Savings Bank Account/Post Office Time Deposit Account/ Kissan Vikas Patra/ Bank Guarantee in favour of the Chief Administrator, SJTA from any Nationalized Scheduled Bank in India counter guaranteed by its local branch at Puri/ e-Bank Guarantee executed on the National e-Governance Services Limited (NeSL) Digital Document Execution Portal towards EMD/initial security deposit /any other security deposit from the contractor or supplier".

(Amendment to Para-3.5.19 (a)(b) of the OPWD Code Vol.-I)

- 63 **Sample of all material** - The contractor shall supply sample of all materials fully before procurement for the work for testing and acceptance as may be requiring by the concerned Superintending Engineer.
- 64 Super class contractor shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Odisha. Special class contractor shall employ under him one graduate Engineer and two Diploma Holders belonging to the state of Odisha. Likewise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Odisha. The contractor shall pay to the Engineering personnel monthly emoluments, which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Odisha. The Engineer-in Chief (Civil), Odisha may however assist the contractor with names of such unemployed Graduate engineers and Diploma Holders if such help is sought for by the contractor. The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill of the Super Class, Special Class or 'A' Class Contractor shall be accompanied by an employment Roll of the Engineering personnel together with a Certificate of the Graduate Engineer or Diploma Holder so employed by the contractor to the effect that the work executed as per the bill has been supervised by him. (Vide Works Department No. Codes M-22/91-15384 dated 9.7.91). The required certificate is to be furnished in the tender documents vide **Schedule-G**.
- 65 An engineering personnel of the executing agency should be present at work site at the time of visit of High level Inspecting officers in the rank of Chief Engineer and above.
- 66 All reinforced cement work should conform to Odisha Detailed specification and should be of proportion as per Contract Agreement having desired compressive strength (in work test) in 15 Cm cubes at 28days, after mixing and test conducted in accordance with IS 456 and IS 516.

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- 67 Bailing out of water from the foundation, pipeline trenches S. Tanks/ Soak pits/ Sumps/ M.H. etc. either rainwater or sub-soil water if necessary should be borne by the contractor. No payment will be made for benchmarks. Level pillars, profiles and benching and leveling the ground wherever required. The rates quoted should be for finished items of works inclusive of these incidental items of work. It should be understood clearly that no claims whatsoever would be entertained.
- 68 The tenderer shall have to abide by the C.P.W.D. safety code rules introduced by the Government of India, Ministry of work Housing and Supply in their standing order No-44150 dtd.25.11.57.
- 69 The Contractor will have to submit to the Superintending Engineer, SJTA, Puri monthly return of labour both skilled and unskilled employed by him on the work.
- 70 All fittings for doors and windows P.H. & Electrical works as supplied by the Contractor should be of best quality and conform to relevant I.S. specification and should be got approved by the Engineer-in-charge of the respective wing before they are used on the work.
- 71 After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing buildings, if found necessary and bear the entire cost of such test, including the inspection of Electrical Inspectorate.
- 72 1) The Tenderer should furnish information regarding Existing Commitments and Ongoing Works which are at present in their hand as per Schedule - B as provided in the DTCN. In case there is no Existing Commitments and Ongoing Works the bidders shall declare as NIL in Schedule-B with due signature of the bidder.
- 2) The bidder has to furnish Work Experience as per DTCN Clause No. 112 (g) i.e. List of Similar Nature of Works / Projects executed by him in the prescribed Performa in Schedule-D as per the DTCN.
- The above information furnished in Schedule-B and Schedule-D is to be certified by the Engineer-in-Charge / Employer not below the rank of the Superintending Engineer / Executive Engineer or equivalent. The information regarding works in hand and work experience should be furnished as per the formats Schedule-B and Schedule-D respectively provided in the DTCN.
- 73 All reinforced cement concrete works should be finished smooth.
- 74 The tenderer may at his option quote reasonable rate for each item of work carefully so that the rate for one item should not be unworkable low and for others too high.
- 75 The contractor has to arrange the samples of materials required for execution to be got tested and approved by the Department before taking up the work and during course of execution required from time to time. All such samples will be tested at any of the **Departmental Control and Research Laboratories**, at the cost of the Contractor with no extra cost to the Department.
- 76 If there is any damage to the work due to natural calamities like flood or cyclone or any other cause during the course of execution of work or up to 6 months after completion of work or if any, imperfection becomes apparent to the work within 6 months from the date of final certificate of completion of work the contractor shall make good of all such damages at his own cost with no extra cost to the Department. No claims, whatsoever, in this regard will be entertained.
- 77 The Fly Ash Bricks should be of good qualities. The bricks should be approved by the Engineer-in-Charge before use in the work and should confirm to the minimum strength and other criteria as per National Building Code.
- 78 Under Section 1 of contract labour Regulation and Abolition Act 1970 the contractor who undertakes execution of work through labour should produce valid license from the licensing authority of labour Department.
- 79 Standard co-efficient for linear measurement will be adopted while calculating consumption of steel and no claim whatsoever regarding difference in co-efficient of steel will be entertained. The rates quoted shall be inclusive of any eventuality of difference for co-efficient for linear measurements

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- 80 (a) Engineer Contractor desirous to avail the facility of exemption of E.M.D is required to submit an affidavit to the effect that he has not yet availed the facility / participated in the tender for more than two works (Excluding this work) during the current financial year. The name of work for which participated and the authority to whom the tender was submitted must be mentioned in the affidavit, failing which the tender will be rejected.
- (b) Grant of Concession (s) to Scheduled Caste and Scheduled Tribe contractors (Modification to Resolution. No 27748/w dt. 11.10.1977 by Resolution.No.16262 dt.30.10.2018).
- 1) The Scheduled Caste and Scheduled Tribe applicants desirous of enrolling themselves as Contractors are required to deposit 50% of the amount specified for various Classes of Contractors under Rule-7 of Appendix-VIII (P.W.D. Contractors' Registration Rules, 1967) of O.P.W.D.Code,Volume-II.
  - 2) The concessions/facilities for 10% Purchase Preference shall be allowed only to the individual registered contractors belonging to Scheduled Caste and Scheduled Tribe having Registration Certificate up to "B" Class.
  - 3) If the Tender of the individual registered contractors belonging to Scheduled Caste and Scheduled Tribe is within 10% of the rate quoted by the lowest tenderer for any work, the work may be considered for award to him/her at the lowest tendered rate in relaxation of Rule-18 of Odisha General Financial Rules (O.G.F.R), Volume-I and Para 3.5.14 of O.P.W.D.Code,Volume-I.
  - 4) The Security Deposit (Earnest Money, Initial Security and Performance Security) at half the usual rate may be deposited / realized by/from the Scheduled Caste or Scheduled Tribe Contractors coming under the Categories up to "B" Class only as against the prescribed percentage under Rule-13 of Appendix-VIII (P.W.D. Contractors' Registration Rules, 1967) of O.P.W.D. Code, Volume-II.
- 81 That for the purpose of jurisdiction in the event of disputes if any of the contract would be deemed to have been entered in to within the State of Odisha and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any place outside the State of Odisha.
- 82 **SPECIAL CONDITIONS (PART OF THE CONTRACT)**
- (I) All materials before they are being used in the items of works as per this Schedule of quantities and also the finished items of work where tests are applicable shall have to be tested through the Engineer-in-charge of the respective wing at appropriate Laboratories according to the relevant I.S. specifications of the materials and the said items of works and the cost of all such tests shall have to be borne by the Contractor and the rates of the items of works should be inclusive of cost of such tests.
- (II) The tests have to be planned & carried out such that the progress of work is not hampered
- (III) The tests are mandatory as per the prescribed frequencies and I.S. specifications. However, these are not exhaustive and the Engineer-in-charge has the right to prescribe other required test if any as will be considered from time to time.
- 83 In case of ambiguity between clauses of this D.T.C.N. and the P-1 contract form, the relevant Clauses of the P-1 contract form shall prevail over the D.T.C.N. The clauses not covered under P-1 contract form shall be governed by the clauses of the D.T.C.N.
- 84 It must be definitely understood that the Government does not accept any responsibility for the correctness and completeness of the trial borings shown in the Cross Section.
- 85 Schedule of quantities is accompanied in Cover-II (Price Bid). It shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alternation or omissions, deductions or alternations set forth in the conditions of the contract and such omissions, deductions, additions or alternations shall no way invalidate the contract and no extra monetary compensation, will be entertained.



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- 86 In case of any complaint by the labour working about the non-payment or less payment of his wages as per latest minimum Wages Act, the Superintending Engineer will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the labour directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the Superintending Engineer is final and binding on the contractor.
- 87 The contractor should arrange the materials like Steel, Cement, paint and bitumen etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the contractor due to delay in procurement of materials.
- 88 The bidder will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons what-so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
- 89 If the contractor removes Government materials supplied to him from the site of work with a view to dispose of the same dishonestly, he shall be in addition to any other liability civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the contractor or from his security deposit or from the proceeds of sale thereof.
- 90 The selected contractor may take delivery of departmental supply according to his need for the work issued by the Superintending Engineer, SJTA subject to the availability of the materials. The tenderer shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of security guard etc. will be borne by the Department. The Department is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the tenderer stops the work, he shall have to pay the full penalty as per clause of F2 agreement.
- 91 The Department will have the right to supply at any time in the interest of work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rates inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
- 92 All the materials which are to be supplied from P.W.D. store will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required sizes in case of M.S. Rods or TOR Steel / M.S Angles, Tees and Joists etc. After the issue from the P.W.D. store, the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage. Cut pieces of steel more than one meter in length will be returned by the contractor at the issuing stores without conveyance charges.
- 93 Though Departmental issue of cement and steel has indicated, it may not be taken as binding. The contractor must have to arrange by themselves cement, steel, bitumen and every sort of materials from approved manufacturer, get it tested in the Departmental Laboratory and approved by the Department before use. No extension of time or escalation of price on such account shall be entertained in future.
- 94 TOR rods, plates and structural members will be supplied in quantity, length and size available in the stock. For payment of reinforcement, the steel including plates etc. shall be measured in length of different diameter, size and specification as actually used (including hooks and cranks) in the work correct to an inch or cm. And their weight calculated as per sectional weight prescribed by the Indian Standard Specification or as directed by the Engineer-in-Charge (Wastage of bars and unnecessary lapping will not be considered for measurement and payment).



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- 95 Odisha Bridge & Construction Corporation Ltd. will be allowed price preference up to 3% over the lowest quotation or tender as laid down in Works and Transport Department Resolution No-285 date-17.04.1974. The Odisha Construction Corporation will be allowed a price preference to the extent of up to 3% over the lowest tender amount (Where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation
- 96 The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the concerned Superintending Engineer with their bills, falling which the amount towards royalties of different materials as utilised by them in the work will be recovered from their bills and deposited in the revenue of concerned department.
- 97 **Trial Boring** - The foundation level as indicated in the body of the departmental drawing is purely tentative and for the general guidance only. The Department has no responsibility for the suitability of actual strata at the foundation level. The contractor has to conduct his own boring before starting the work and get the samples tested at his own cost to ascertain the S.B.C. and credibility of the strata at founding level while quoting his rates for tender the contractor shall take in to account of the above aspects.
- 98 Any defects, shrinkage or other faults which may be noticed within 12 (Twelve) months from the completion of the work arising out of defective or improper materials or workmanship timing are upon the direction of the Engineer-in-Charge to be amended and made good by the contractor at his own cost unless the Engineer for reasons to be recorded in writing shall be decided that they ought to be paid for and in case of default Department may recover from the contractor the cost of making good the works. The contractor is also required to maintain the road/ building for 12 (Twelve) months from the date of successful completion of the work.
- 99 From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the Govt. of Odisha harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the work. Also no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental damages so caused will have to be made good by the contractor at his own cost.
- 100 **Gradation of ingredients:** The coarse and fine aggregate shall meet the grade requirement as per the latest provision of relevant. I.S. Code / I.R.C. code / MoRT&H specifications.
- 101 Where it will be found necessary by the Department, the Officer-in-Charge of the work shall issue an order book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in this book by the P.W.D. Officer-in-Charge with their dated signatures and duly noted by the contractor or his authorized agents with their dated signature. Orders entered in this book and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the Department. The order Book shall be the property of the P.W.D. and shall not be removed from the site of work without written permission of the Engineer (Superintending Engineer) and to be submitted to the Engineer-in charge every month.
- 102 The contractor should attach the certificate in token of payment deposit with the registration authority as per recent circular of the Government relating to his registration.
- 103 In case of any discrepancy in printing or omissions of statutory specifications or any other part or portion of the approved document during download of the bid document, the decision of the officer inviting the bid will be binding on the bidder.
- 104 The rates quoted by the contractor shall cover the latest approved rates of Labours, Materials, P.O.L. and Royalties. Arrangement of borrow areas i.e. Land, Approach Road to the building site etc. are the responsibility of the contractor.



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- 105 The rate for each work of concrete items wherever dewatering is imperatively necessary the term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation of water. The quoted rates will be inclusive of this.
- 106 The contractor shall make requisition of claim book from the date of commencement of the work from the Department and shall maintain in proper P.W.D. form with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorized agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days of each month for orders of the Engineer-in-Charge or competent authority. Claims not made in this manner or the claim book not maintained from the commencement of the work is liable to be summarily rejected. The claim book is the property of the P.W.D. and shall be surrendered by the contractor to the Engineer-in-charge after completion of the work or before recession of the contract by the Department whichever is earlier for record.
- 107 Number of tests as specified in I.R.C. / MoRT&H / I.S.I specification required for the construction of roads / bridges / buildings or any other structural works will be conducted in any Govt. Test House / Departmental laboratories / reputed material testing laboratory as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection / transportation of samples / specimens etc. will be borne by the contractor. The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor
- 108 Even qualified criteria are met, the bidders can be disqualified for the following reasons, if enquired by the Department
- (a) Making a false statement or declaration.
  - (b) Past record of poor performance.
  - (c) Past record of abandoning the work half way / recession of contract.
  - (d) Past record of in-ordinate delay in completion of the work.
  - (e) Past history of litigation.
- 109 In case the 1st lowest tenderer or even the next lowest tenderers withdraw in series one by one, thereby facilitating a particular tender for award, then they shall be penalized with adequate disincentives with forfeiture of EMD unless adequate justification for such back out is furnished. Appropriate action for black listing the tenderers shall also be taken apart from disincentives against the tenderer.
- 110 The following documents which are not submitted with the Bid, will be deemed to be part of the Bid:

| Sl. No. | Particulars                |
|---------|----------------------------|
| 1.      | Notice Inviting tender     |
| 2.      | Instruction to the Bidders |
| 3.      | Conditions of Contract.    |
| 4.      | Contract data              |
| 5.      | Specifications             |
| 6.      | Drawings                   |

- 111 Condition for issue of plant & machinery to contractor on hire: - Tools & plants will be issued to the contractor only if it is desirable in the interest of Govt. works and if these can be spared without inconvenience to the Department. The Sanction of the Chief Engineer shall be necessary in each case. The contractor shall arrange his programme of work according to the availability of the plant & machinery & no claim will be entertained for any delay in supply by the Department



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An agreement shall be entered in to by the contractor to the effect that these hire charges are recoverable from the bills of the contractor regularly and the final payment for the work including refund of security deposit will not be made until the total amount due to the Government on account of hire of machinery etc. is recoverable in full. Full amount of hire charges due from the contractor at any contract at any time shall be recovered from his next subsequent bill. All transit and incidental charges in connection with the despatch of tools and plants and machineries from workshop shed/ deposit return there to, will be borne by the contractor. The hire charge shall be recovered at the prescribed rates from and inclusive of the date, the plant and machinery is made over up to and inclusive of the date of its return, even though the same day it may not have been utilised for any reason except for a major break down which may take more than 72 hours for repairs. The contractor shall immediately intimate in writing to the Engineer-in-charge when any plant or machinery goes out of order requiring major repairs. The hire charges are for clock hours. In case of tar boilers, hot mix plant and any other machinery requiring similar preparation the working hour will include the time required to make up the boiler temperature and bring plant to the operating conditions before the actual start of work. The machine will work in shifts of 8 hours each. Extra charges towards overtime wages of any of the operating and maintenance staff will be leviable. These charges will be fixed by the Engineer-in-charge from time to time. In no case, the tools and plants shall be operated beyond 8 hours in any shift without prior written permission of the Engineer-in-charge.

The contractor shall release the plant and machinery as and when required for periodical servicing and maintenance. He shall also provide for any labour and water source for washing the plants. In the case of Concrete mixtures, pavers and similar such type of equipments, the contractor shall arrange to get the hopper cleaned and the drums etc. washed at the close of work each day. The plant and machinery once issued to a contractor shall not be returned by him on account of lack of arrangement of labour and material etc. on his part. The same will be returned only when they do not require or when in the option of Engineer-in-charge the work or a portion of work for which issued is completed.

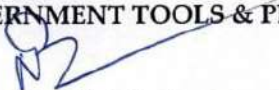
The tools and plants shall while in transit and in the custody of contractor be at his sole risk and responsibility for damages and / or loss except fair wear and tear. The damage or loss as assessed by Engineer-in-charge shall be made good by the contractor. In the event of a disagreement as to the extent of damage or the value of article lost, the decision of Chief Engineer shall be final. The contractor shall on or before the supply of plant and machinery sign an agreement in indemnifying the Govt. against loss or damage to the machine. The Contractor shall also be responsible for any claim for compensation for loss of life, injury or damages to property etc. arising from any cause what-so-ever. The contractor shall provide full time choukidar for guarding the plant and machinery at site.

If the articles are not returned within the date originally specified or extended by the Engineer-in-Charge, in addition to the normal hire charge, a surcharge equal to 10% of the hire charges will be levied for the period that the machinery is not returned. Such period will be treated as working time. In the event of the non-return of the machinery, the full value of the articles at the current market price will be recovered from the contractor's outstanding bills or any bills that may become due in respect of his other work under the state public works Department. The decision of the Chief Engineer shall be final in case of dispute.

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

#### AGREEMENT FOR LOANS OF GOVERNMENT TOOLS & PLANTS


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This agreement made on the ..... Two Thousand between (herein after referred to as "the hirer" which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assigns) of the one part and the Govt. of Odisha (here in after referred to as the Governor which expression shall unless excluded by or repugnant to the context include his successors in office as assigns) of the other part. Whereas the hirer desirous of hiring the tools and plants of the P.W. Department of the Odisha Govt. and more particularly specified in the schedule here under between here in after referred to as "the tools and plants". And whereas Government has agreed to let in hire the tools and plants to the hirer on the terms and conditions here in after mentioned. Now it is here by and between the parties here to as follows :-

- a) In consideration of agreement that hire charges be recovered from their bill for work executed on which this machinery will be used or any other than standing in the names of contractors in the book of the Department or any other Government Department. The Govt. agrees to let the hirer tools and plants for the period to be computed from the date of delivery of the tools and plant to the hirer at the P.W. Department workshop / store at Puri
- b) The rate of higher charges will be as mentioned in the schedule attached.
- c) The hirer shall not transfer, assign or sublet or in any way part with the tools and plants or any part there-of without the previous written approval of the Engineer-in-charge
- d) On the expiry of the period of the hire, the hirer shall return the tools and plants to the Public Works Department. & Workshop / store at Puri in the same good condition in which they were received by him.
- e) In the event of the tools and plants not being returned on the expiry of the above-mentioned period, the hirer shall without prejudice and any other liability pay to the Government on account equivalent to the rate of hire specified for the working period and an increase of ten percent.
- f) The tools and plants shall be open for inspection at all times to the officers of the Government
- g) The hirer shall not operate the tools and plants so hired for more than one shift / two shifts of 8 hours each per day without the prior sanction of the Engineer-in-charge. If the hirer operates the tools and plants beyond the aforesaid limit without the prior sanction of the Assistant Engineer, he shall pay to Government additional hire charges as well as over time charges for staff for such excess operation at the rate approved by the Engineer-in-charge from time to time.
- h) In case of breakdown, repairable at the site within a period of three days hire charges as specified in the schedule will be levied except in case of major repairs.
- i) Normally the tools and plants will be supplied with operating staff.
- j) The hirer shall be responsible for any claims for compensation for loss of life, injury or damage to property etc. arising due to any causes what-so-ever during the period of the machinery is in his charge.
- k) All municipal or other dues and taxes payable on account of the use or operation of the tools and plants for the period of hire shall be defrayed by the hirer.
- l) The hirer shall make good any loss or damages arising out of causes other than fair wear and tear to the tools and plants during the period of hire. The cost recoverable from the hirer shall be the full replacement value as determined by the Engineer-in-charge. In the event of any loss or damage not being made good by the hirer to the satisfaction of the said Engineer-in-charge the office shall be at liberty to make good himself such loss or damage and recover the cost thereof from the hirer. The hirer shall pay to the Engineer-in-charge such an amount as shall be necessary to make good the loss or damage failing which the same will be recovered from his dues as in case of hire charges.



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

n) In case of any disputes between the hirer and the Government, the decision of the Chief Engineer shall be final.

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

#### THE SCHEDULE

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

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

Signed by:

1.

2.

2

Signed sealed and delivered in the presence of

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#### ELIGIBILITY CRITERIA:

To be eligible for qualification, applicants shall furnish the followings. Non-furnishing of the following particulars shall be treated as ineligible.

a. Required E.M.D (Bid Security) as per the Clause No.20 of DTCN.

b. Cost of bid document towards Cost of tender paper as per Clause No.4 of DTCN failing which the bid shall be liable for rejection.

c. Xerox copy of valid Contractor Registration Certificate, GST Registration Certificate, GSTIN, PAN card along with the tender documents and the L-I bidder has to furnish the Original Registration certificate, GSTIN and Pan card for verification within (5) Five days of opening of Cover-II of the tender before Chief Administrator, SJTA, Puri as per Clause No-1, 5(i) and 21 of DTCN. The contractor belonging to outside state of Odisha and not started business should submit an undertaking in the form of an Affidavit indicating therein that they are not registered under Odisha GST as they have not started any business in the state and they have no liability under the Act. But before award of final contract, such bidders will have to produce the GST Registration certificate.

d. A) License criteria (i.e. M.O.U. with eligible registered Electrical Contractor having valid H.T / L.T / M.V license for execution of Electrical Installation work) as per Clause No.8 of DTCN and Schedule-J need to be furnished.

B) i) Bidders shall make MOU with a professional firm or body who has competence and experience in handling fire safety services.

ii) Firm must have his full fledged tools and plants, skilled man power at Odisha.

iii) The bidders who have not done MOU with Fire Protection firm will not be qualified technically.

e. (i) Evidence of ownerships of machineries/ equipments as per Clause No.7 of DTCN and need to be furnished by the bidder in Schedule-C. The tenderer must have to secure 80% marks in Plants & machineries required as per Schedule-C.



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(ii) The contractor intending to hire/lease equipments/machineries are required to furnish proof of ownership from the company/ person providing equipments/ machineries on hire/lease along with contracts/ agreements/lease deed and duration of such contract. The contracts/agreements/lease deed should be on long term basis for a minimum period of 12 (Twelve) months from the start date of online bidding should be furnished failing which the bid shall be liable for rejection.

f. Joint Ventures are not accepted.

g. The bidder should have satisfactorily executed at least one or maximum two nos of Similar Nature of Works means construction of building in composite manner i.e. Civil, P.H. & E.I. combinedly aggregating 33% of the estimated cost in any one Financial year during last Five financial years i.e. 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23 in Govt., or Govt. undertaking organization duly signed by an officer not below the rank of Superintending Engineer / Executive Engineer or Equivalent of the concerned executing department as per Schedule-D as per Clause No. 72 (Similar Nature of Works means construction of buildings inclusive of Electrical installations and P.H. works). In case, if the work executed within the period more than one financial year, the year wise break up of amount of work executed in each financial year is to be furnished.

h. Information in scanned copy regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in schedule "E" and affidavit to that effect including authentication of tender documents in schedule "F" and No Relationship/ Relationship certificate in Schedule-A / Schedule - I, existing commitments and on-going works in Schedule - B and Work Experience Certificate in Schedule -D as per relevant clauses of DTCN should be furnished failing which the bid shall be liable for rejection.

#### i. Bid Capacity

Applicants who meet the minimum qualification criteria will be qualified only if their available bid capacity at the expected time of bidding is more than the total estimated cost of the works. The available bid capacity will be calculated as under.

Assessed Available Bid Capacity=  $(A \times N \times 2 - B)$ , where

A= Maximum value of works executed in any one year during the last five years (updated to the current price level) rate of inflation may be taken as 10 per cent per year (escalation factor) which will take into account the completed as well as works in progress,

B= Value at current price level of the existing commitments and ongoing works to be completed during the next Nine months (period of completion of works for which bids are invited); and

N= Number of years prescribed for completion of the works for which the bids are invited.

(for work completion period less than one year the value may be taken as one year)

Note: In case of a Joint Venture the available bid capacity will be applied for each partner to the extent of his proposed participation in the execution of the works.

The statement showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer-in-Charge not below the rank of an Executive Engineer

#### Escalation factor

Following enhancement factors will be used for the costs of works executed and the financial figures to a common base value for works completed in India.

| Year before | Multiplying factor |
|-------------|--------------------|
| One         | 1.1                |
| Two         | 1.21               |
| Three       | 1.33               |
| Four        | 1.46               |
| Five        | 1.61               |

(Applicant should indicate actual figures of costs and amounts for the work executed by them without accounting for the above mentioned factors)

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In case the financial figures and value of completed works are in foreign currency the above enhanced multiplying factors will not be applied. Instead current market exchange rate (State Bank of India B.C. selling rate as on the last date of submission of the bid) will be applied for the purpose of conversion of amount in foreign currency into Indian rupees.

The information on Bid Capacity as on the date of this bid is to be furnished as per the format in Schedule - B as per the Clause No. 72.

Total value of Civil Engineering construction work performed in the last five years should be furnished by bidder consolidating the financial year wise information in one page and that information should be certified by the Chartered Accountant.

2018-2019-----

2019-2020-----

2020-2021-----

2021-2022-----

2022-2023-----

Base year shall be taken as 2023-24.

113 **Time Control :-** (Vide Works Department Office Memorandum No.24716 dtd.24.12.2005 and No.8310 dtd.17.05.2006)

a) Progress of work and Re-scheduling programme.

i) The Superintending Engineer / Engineer-in-Charge shall issue the letter of acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.

ii) Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast

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

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

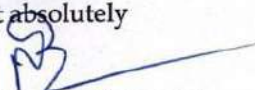
v) An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities

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

b) Extension of the Completion Date.

i) The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the Engineer-in-Charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely

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

iii) In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

- (1) Force majeure, or
- (2) Abnormally bad weather, or
- (3) Serious loss or damage by fire, or
- (4) Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
- (5) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
- (6) In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
- (7) Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.

iv) Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen (14) days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

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

c) Compensation for Delay.



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If the contractor fails to maintain the required progress in terms of clause-2 of P-1 Contract or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the **Chief Administrator, Shree Jagannatha Temple Administration, Puri (whose decision in writing shall be final and binding)** may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause-2 of P-1 Contract or that the work remains incomplete. This will also apply to items or group of items for which a separate period of completion has been specified. Compensation @ 1.5% per month of for delay of work, delay to be completed on per Day basis. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work or to the Tendered Value of the item or group of items of work for which a separate period of completion is originally given. The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in contract data, or the rescheduled milestone(s) in terms of Clause-2.5, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However no interest whatsoever shall be payable on such withheld amount.

d) Bonus for early completion

For availing incentive clause in any project which is completed before the stipulated date of completion, subject to other stipulations it is mandatory on the part of the concerned Superintending Engineer to report the actual date of completion of the project as soon as possible through fax or e-mail so that the report is received within 7 days of such completion by the concerned Chief Construction Engineer, Chief Engineer & the Administrative Department. The incentive for timely, completion should be on a graduated scale of one percent to 05 percent of the contract value. Assessment of incentives may be worked out for earlier completion of work in all respect in the following scale

Before 30 % of contract period = 5 % of Contract Value

Before 20 to 30 % of contract period = 4 % of Contract Value

Before 10 to 20 % of contract period = 3 % of Contract Value

Before 5 to 10 % of contract period = 2 % of Contract Value

Before 5% of contract period = 1 % of Contract Value

(Amendment to Para-3.5.5 (V) of Note-III of OPWD Code Vol.-I by inclusion vide O.M. No.5288 dt.04.05.2016)

e) Management Meetings

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

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

**Rescission of Contract (Amendment as per letter No.10639 dt.27.05.2005 of Works Department, Odisha):-** To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Superintending Engineer shall be conclusive evidence), 20% of the value of left over work will be realized from the contractor as penalty.

- 114 Building and other Construction Workers Welfare Cess @ 1% of the estimated cost as per tender notification read with latest corrigendum if any will be proportionately deducted from the contractor's bill at the time of making payment of each bill.

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- 115 The tenderers are required to go through each clause of P.W.D. Form P-1 carefully in addition to the clauses mentioned here in before tendering.
- 116 A Contractor may be black listed as per amendment made to Appendix XXXIV to OPWD Code Vol.-II on rules for black listing of Contractors vide letter no.3365 dt.01.03.2007 of Works Department, Odisha.
- As per said amendment a Contractor may be blacklisted
- a) Misbehavior/threatening of Departmental & supervisory officers during execution of work/tendering process.
  - b) Involvement in any sort of tender fixing.
  - c) Constant non-achievement of milestones on insufficient and imaginary grounds and nonadherence
  - d) Persistent and intentional violation of important conditions of contract.
  - e) Security consideration of the State i.e. any action that jeopardizes the security of the State.
  - f) Submission of false/ fabricated / forged documents for consideration of a tender.
- 117 The safety certificate of the E.I. work will be furnished by the agencies after getting necessary verification from the electrical inspector / equally competent authority responsible for the work prior to Energisation of the building.
- 118 Percentage rate contract (vide Works Department letter no.8310 dt.17.05.2006) In case of percentage rate tender:-
- i) The Contractor has to mention percentage excess or less over the estimated cost (In figures as well as words) in the prescribed format appended to the tender document.
  - ii) Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in separate sealed envelope shall be opened, declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more works shall submit separate tender for each. Each tender shall have the Bid Identification No., Name & Sl. No. of the work (as per IFB) to which they refer, written on the envelope
  - iii) 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.
    - 1) 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
    - (2) If any discrepancy is found in the percentage quoted in percentage excess/ less and the total amount quoted by the Contractor, then percentage will be taken as correct
    - (3) The percentage quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess.
    - (4) The percentage quoted in the tender without mentioning excess / less supported with corresponding amount does not tally with either to percentage excess or less then it will be treated as percentage excess.
    - (5) The percentage quoted in the tender without mentioning excess / less supported with corresponding amount if tallied with the percentage then it will be treated as to which side the amount tallies.
    - (6) The Contractor will write percentage excess/ less up to two decimal point only.
    - (7) The tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections, over writings & interpolations where unavoidable should be made by making out, initialing, dating and rewriting.
  - iv) In the contract P1 time is the essence. The contractor is required to maintain a certain rate of progress specify in the contract
  - v) The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.

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vi) The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of next higher authority.

vii) Bills for percentage rate tenders 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.

viii) The Contractor will quote percentage excess/less up to two decimal point only. If he writes the percentage excess/less up to three or more decimal points, the second decimal point shall only be considered without rounding off (vide Works Department O.M No- 7885 dtd. 23.07.2013.).

- 119 As and when need arises, the contractor is bound to produce the bills and vouchers in support of procurement of materials utilized in execution of works contract before the Engineer-in-Charge of the works.

(Total 119 Clauses) only

#### TECHNICAL SPECIFICATION OF CIVIL PORTION OF WORK

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

|    |                                      |  |
|----|--------------------------------------|--|
| 1  | Cement                               | Will be as per I.S. 269/255 (However the grade of cement to be selected by the Engineer-in-Charge of work and compressive cube test before commencement of work in       |
| 2  | Steel                                | I.S. 432 (Plain) and 1786 (Tor)  |
| 3  | Vibrator                             | I.S. 7246  |
| 4  | Aggregate                            | I.S. 383, I.S. 515   |
| 5  | Water for mixing and curing          | Shall be clean, free from injurious amount of oil, salt, acid, vegetable materials and other substances and harmful to concrete in conformity to I.S. 456 and I.S. 2025. |
| 6  | Sand/ Fine Aggregate                 | I.S. 2116, 383   |
| 7  | Binding wire                         | I.S. 280 (galvanized minimum 1 mm)   |
| 8  | Rain water pipe                      | I.S. 2527  |
| 9  | Construction joints                  | I.S. 3414  |
| 10 | Steel Window Frame                   | I.S. 1038/83   |
| 11 | Steel Door Frame                     | I.S. 4351/75   |
| 12 | Fitting & Fixtures for joinery works | Conforming to I.S. 7452/82 strictly conform to I.S. specification and as per direction of Engineer-in-Charge.  |

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

#### ITEM OF WORK

- Concrete shall be with conformity to I.S.456.
- Foundation shall be with conformity to I.S.1080.
- Stone masonry (R.R.) shall be with conformity to I.S.1597 (Part-I)
- C.R. Masonry shall be with conformity to I.S.1597.
- Brick masonry shall be with conformity to I.S.2212.
- Cement plastering shall be with conformity to I.S.9103 & 6925.
- Mortar shall be with conformity to I.S.2250
- White and colour washing shall be with conformity to I.S.6278.
- CC in foundation shall be with conformity to I.S.2571.
- Anti-Termite Treatment shall be with conformity to I.S.6813. (Part - I & Part - II)
- Painting to all surfaces shall be with conformity to I.S.2395 (Part - I & Part - II)
- DPC shall be with conformity to I.S.3067
- Tarfelt treatment shall be with conformity to I.S.1346
- Mosaic flooring with conformity to I.S.2114
- Steel painting shall be with conformity to I.S.1477 (Part - I & Part - II) I.S.1661

Signature of Contractor

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