



**T-01**

**(2019 – 20)**  
**OFFICE OF THE**  
**DIRECTOR OF PHYSICAL PLANTS,**  
**O.U.A.T., BHUBANESWAR – 751003**

**DETAILED TENDER CALL NOTICE**

**(TO BE FILLED UP BY THE TENDERER)**

**(MANDATORY TO FILL-UP)**

**SOLD TO Sri / Smt. M/s. :** \_\_\_\_\_

**Present Address :** \_\_\_\_\_ **Permanent Address** \_\_\_\_\_

\_\_\_\_\_

**PAN No.** \_\_\_\_\_ **/ Mob. No.** \_\_\_\_\_

**Additional performance Security deposited in shape of ( NSC/K.V.P/P.O. Pass Book) Rs** \_\_\_\_\_

**Name of the work tender for:** **Repair and renovation to Farm segregation to different Deptt. in College of Forestry, OUAT Bhubaneswar.**

Sold on payment of **Rs 4480.00 in words ( Rupees four thousand four hundred eighty ) only** in shape of B.D. Vide Money Receipt No. \_\_\_\_\_ / Dt. \_\_\_\_\_.

Director of Physical Plants.

- 1) Name of the division :- D.P.P, OUAT, Bhubaneswar
- 2) Name of the work :- Repair and renovation to Farm segregation to different Deptt. in College of Forestry, OUAT Bhubaneswar.
- 3) Approximate cost :- **Rs 7,26,956.00**
- 4) Value of EMD 1% :- **Rs. 7,300.00**
- 5) Stipulated time for completion :- **Two Calender Months**
- 6) Cost of tender paper :- **Rs. 4000/- + GST @ 12 %**
- 7) Last date of sale of Tender paper :- Dt. 18.07.2019 upto 11.30 A.M.
- 8) Last date of Receipt of Tender paper :- Dt. 18.07.2019 upto 1.30 PM.
- 9) Date of opening of tender :- Dt. 18.07.2019 at 3.30 PM.
- 10) Class of Contractor :- **"C" & "D"**

**Under taking by the contractor**

I do hereby undertake to abide the terms & conditions as stated in the DTCN & the conditions of the contract.

Sign of tenderer

**To be filled up by the Tenderer**

- 1) Name of the work :- \_\_\_\_\_  
\_\_\_\_\_
- 2) Total tender amount :- Rs. \_\_\_\_\_ (In words) \_\_\_\_\_
- 3) EMD deposited in shape of :- \_\_\_\_\_ Rs. \_\_\_\_\_ (Pledge or non pledge)  
In words (Rupees \_\_\_\_\_ )
- 4) Total no of Correction \_\_\_\_\_ / Over Writing \_\_\_\_\_ / Interpolation \_\_\_\_\_

Sign of tenderer

Director of Physical plants

## CONDITIONS OF CONTRACT

Compensation  
for delay.

**Clause 1** - All compensation or other sum of money payable by the contractor to Director of Physical Plants under the terms of this contract may be deducted from, or paid by, the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due or may become due to the contractor by Director of Physical Plants 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 10 days thereafter make good in cash or Director of Physical Plants 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.

The work should not be considered finish until such date as the Director of Physical Plants shall certify as the date on which the work is finished after necessary rectification of defect as pointed out by the Director of Physical Plants or his authorized agent are fully complied with by the contractor to the Director of Physical Plants satisfaction.

Action when whole security deposit is forfeited.

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

2.(b) If there are possibilities of exceeding this compensation amount as mentioned in clause (a) 10% of the estimated cost, or in any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay compensation amount to the whole of his security deposit in the hands of Director of Physical Plants (Whether paid in the sum or deducted by installments) the Director of Physical Plants on behalf of the Director of Physical Plants shall have power to adopt the following course, as he may deem best suited to the interest of the Director of Physical Plants.

- i) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Director of Physical Plants shall be conclusive evidence), 20% of the value of left-over work will be realized from the contractors penalty.
- ii) To employ labour paid by the Govt. of Orissa 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 the cost and price certificate of the Director of Physical Plants shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract, the certificate of the Director of Physical Plants 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 Director of Physical Plants 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 Authority under the contractor 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 Director of Physical Plants, 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 his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under this contract, unless and until the Director of Physical Plants 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.

Amendment to clause 2(b) of item rate P1 Agreement vide Works Department Order No.10639 Dt.27.05.2005.

- iv) Security deposit of the contractor shall be refunded only one year after the date of the completion of the work provided the final bill has been paid and defects, if any rectified.

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

**Clause 3** – In any case in which any of the powers, conferred upon the Director of Physical Plants by clause 3 hereof shall have become exercisable and the same shall not be exercised. The non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable. In the event of any future case of default by the contractor of which by any 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 the past and future compensation shall remain unaffected. In the Event of the Director of Physical Plants putting in force the powers vested him under the proceeding clauses he may, if he so desires, take possession of all or any tools, plants, materials and stores, in or upon the works, or the site thereof or belonging to the contractor or procure 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 at the contract rates, or in case of these not being applicable, at current market rates to be certified by the Director of Physical Plants whose certificate thereof, shall be final otherwise the Director of Physical Plants may by notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, plants, materials or store from the premises (within a time to be specified in such notice); and the event of the

Power to take possession of or require removal of

sell contractor's Plants. contractor failing to comply with any such requisition, the Director of Physical Plants 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 respects, and the certificate of the Director of Physical Plants as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Extension of time. **Clause 4** – If the contractor shall desire an extension of the time for completion of the work, on the ground of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Director of Physical Plants within 30 days of the date of the hindrance on account of which the desires such extension as aforesaid and the Director of Physical Plants 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 Director of Physical Plants shall at the same time inform the contractor whether he claims compensation for delay.

Final Certificate **Clause 5** – On completion of the work, the contractor shall be furnished with a certificate by the Director of Physical Plants (here-in-after call the Engineer-in-charge) of such completed, but no such certificate be given nor shall the work be considered to be completed until the contractor shall have removed from the area of the premises to be distinctly marked by the Director of Physical Plants in the site plan on which the work shall be executed, all scaffolding, surplus materials and rubbish, and cleaned off the dirt from all wood-work, doors, windows, floors or other part of any building in upon or about which the work is to be executed, or of which he may have possession for the purpose of the execution thereof nor until the work shall have been measured by the Officer of the Director of Physical Plants in accordance with the rules of the Authority whose measurements shall be binding and conclusive against the contractor. If the contractors 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 completion of the works, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forth-with pay the amount of all expenses incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid, except for any sum actually realized by the sale thereof.

**Sub Clause 5** – If in the opinion of the Engineer-in-charge, which shall be final and binding on the contractor, occupation or utilization of a portion of the work completed in no way interferes with progress of the work the same may be occupied or utilized by on behalf of the Authority under the written order of the Engineer-in-charge and to get the defects, if any rectified by the contractor at his (Contractor's) own cost within six months from the date of completion of the whole work provided that the contractor will not be allowed any concession either in the shape of extension of stipulated period or any other monetary compensation on account of such occupation or use.

Payment on intermediate certificate to be regarded as advances and bill to be submitted **Clause 6** – A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-Charge for all works executed in the previous month, and the Engineer-in-Charge or his subordinate shall take the requisite measurement for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid the Engineer-in-Charge or his subordinate shall measure up the said work in the presence of the contractor whose counter signature of the measurement list will be sufficient warrant, and the Engineer-in-Charge or his subordinate shall prepare a bill from such list which shall be binding on the contractor in all respects.

monthly.

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Provided that, if any balance of the 10% security is outstanding from each such payment shall be deducted so much, not exceeding 5% as may be necessary to make up the balance of the security. All such intermediate payments to the contractor shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed and taken away and reconstructed or re-erected, or be considered as an admission of the due performance of the contract, or any part thereof in any respects, or the actual of any claim nor shall it conclude, determine, of effect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement or adjustment of the accounts or otherwise or in any other way vary or affect the contract.

**Clause 7** – The final bill shall be prepared by the offices of the public works department in accordance with the rules of the department in the presence of the contractor within one month of the date fixed for completion of the work.

Stores supplied  
by  
Government.

**Clause 8** – If the specification or estimate of the work provides for the use of any special description of material to be supplied from the Engineer-in-charge's store, or it is required that the contractor shall use certain store to be provided by the Engineer-in-charge under the conditions of this contract (such materials and stores, and the prices to be charged there for as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning or effect of this contract are specified in the schedule or memorandum hereto annexed), the contractor shall be supplied with such materials and stores noted in the annexed schedule as are required from time to time to be used by him for purpose of the contract only and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule may set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract or otherwise or against or from the security deposit, or the proceeds of sale thereof, if the same is held in government securities, the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Director of Physical Plants and shall not on any account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-charge. Any such materials used 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 rate whichever is less if by a notice in writing under his hand he shall so require, but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials.

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

**Clause 8 (b)** – Owing to difficulty in obtaining certain materials in the

open market the Director of Physical Plants have undertaken to supply materials specified in the schedule hereto annexed. There may be delay in obtaining materials by the Authority 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 what-so-ever shall be entertained by the Authority on account of delay in supplying materials. However, extension of time for completion of work can be granted on timely application by the contractor vide also Clause – 5.

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

**Clause 9** – The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office, 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 requires be entitled at his own expenses to make or cause to be made copies of the specifications, and of all such designs, drawings and instructions as aforesaid.

Do not invalidate contract.

**Clause 10** – The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings, designs and instructions that may appear to him necessary and advisable during the progress of work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not invalidate the contract, and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which they agreed to do the main work, and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. And if the additional work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the sanctioned schedule of rates of the locality during the period when the work is being carried on and if such last mentioned class of work is not entered in the schedule of rates of the district then the contractor shall within seven days of the date of his receipt of the order to carry out the work inform the Engineer-in-charge of the rate 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.

Extension of time in consequence of alterations.

Rates of work not in estimate or schedule of rates of the district.

No deviations from the specification stipulated in the contract nor 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 rates of the substituted, altered or additional items have been approved and fixed in writing by the Engineer-in-charge. The contractor shall be bound to submit his claim for any additional work done during any month on or before the 15<sup>th</sup> day of the following month accompanied by a copy of the order in writing of the Engineer-in-charge for the additional work and that the contractor shall not be entitled to any payment in respect of such additional work if he fails to submit his claim within the aforesaid period.

Provided always that if the contractor shall commence work or incur any expenditure in regard thereof before the rates shall have been determined as lastly herein before mentioned, in such case 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 work carried out or expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Chief Engineer-cum-Engineer Member, Director of Physical Plants, Bhubaneswar will be final.

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

**Clause 11** – It at any time after the commencement of the work the Director of Physical Plants shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alterations having been made in the original specification, drawings, designs and instruction which shall involve any curtailment of the work as originally contemplated.

Action and compensation payable in case of bad-work.

**Clause 12** – If it shall appear to the Engineer-in-charge or his subordinate in-charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution for 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, forthwith 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 so specified and provide other proper and suitable materials or articles at his own proper charge and cost and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days, while his failure to do so shall continue and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-execute the work or remove 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.

Works to be open to inspection.

Contractor or responsible Agents to be present.

**Clause 13** – All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection or supervision of the Engineer-in-charge and his subordinates and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor either himself be present to receive orders and instruction or have a responsible agent duly accredited in writing present for that purposes Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

Notice to be given before work is covered up.

**Clause 14** - The Contractor shall give not less than give day's notice in writing to the Engineer-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 and shall not cover up or place 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 contractor's expense, or in default thereof on payment or allowance shall be made for such work or the materials with which the same was executed.

Contractor liable for damage done and for imperfection for 6 months after certificate.

**Clause 15** – If the contractor or his work people, or servants shall break, deface, injure or destroy any part of a building in which they may be working or any building, road, fence, enclosure, or grass land or cultivated ground continuous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work, while in progress from any cause whatever or any imperfection become apparent in it within 3 months from the date of final certificate of its completion shall have been given by the Engineer-in-charge, as aforesaid, the contractor shall make the same good at his own expense, or in default, the Engineer-in-charge may cause the same to be made good by other workmen, and deduct the expense (of which the certificate of 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.

Contractor to supply plant, scaffolding etc.

**Clause 16** – The contractor shall supply at his own cost all materials (except such special material, if any, as may in accordance with the contract, be supplied from the Engineer-in-charge's stores) plant, tools, appliances, implements, ladders cordage, tackle scaffolding and temporary works requisite or proper for the proper execution of the work, whether original, altered or substituted, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not or which may be necessary for the purpose of satisfying or complying with the requirement of the Engineer-in-charge as to any matter as to which under this conditions he is entitled to be satisfied, which he is entitled, to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for of the purpose of setting out works and counting, weighting and assisting in the measurement or examination at any time and from time to time of the work of materials. Failing his so doing the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.

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

The Director of Physical Plants shall have the right to enquire into and decided any complaint alleging that the wages paid by the contractor to any labourer for the work done by such labourer is less than the wages paid for

similar work in the neighborhood.

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

(b) The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentices at his own cost if the 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 the work is completed. The fair wage to be paid to the apprentices should be not less than Rs. ... .. the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in a manner so that the total expenditure does not exceed one percent of the tendered cost of the work.

(c) Super class contractor shall employ under him two Graduate Engineers and two Diploma holders belonging to the State of Orissa and Special class contractor shall employ under him one Graduate Engineer and two Diploma holders belonging to the State of Orissa, Like – wise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma holders belonging to the State of Orissa. The employment of such Graduate Engineers and Diploma holders under the contractor shall be full-time and continuous and they shall not be superannuated, retired; dismissed or removed personnel from any State Government or Central Government Service, Public Sector Undertakings, Private Companies and Firms or be ineligible for appointment of Govt. The Contractor shall pay them monthly emoluments which shall not be less than the emoluments of the personnel of equivalent Qualification employed under the State Govt. of Orissa. The Chief Engineer, Roads, Orissa, may however, assist the contractor with names of such unemployed Graduate Engineers and Diploma holders if such help is sought for by the contractor.

The name of such engineering personnel appointed by the contractor should be intimated to the tender received authority along with each 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 rule 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.

**Clause 18** – The contract shall not be assigned or sublet without the written approval of the Director of Physical Plants. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditor, or attempt to do so, or if any bribe, gratuity gift, loan, perquisite reward or advantage, pecuniary or otherwise, shall either directly be given, promised or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his officer employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Director of Physical Plants may there upon by notice in writing rescind the contract and the security deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of Director of Physical Plants and the same consequence shall ensure as if the contract had been rescinded under clause 3 hereof, and in addition the contractor shall not be entitled to recover or to be paid for any work therefore actually performed under the contract.

Works not be sublet.  
Contract may be rescinded and security deposit forfeited for subletting, bribing or if contractor becomes insolvent.

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

Sum payable by way of compensation

to be considered as a reasonable compensation without reference to actual loss.

**Clause 20** – In the case of tender by partners, any changes in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

Changes in constitution of firm.

In case of failure to notify the change in the constitution within fifteen days, the Engineer-in-charge may by notice in writing rescind the contracts and the security deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of Director of Physical Plants and the same consequences shall ensue as if the contract had been rescinded under clause – 3 here of, and in addition the contractor shall not be entitled or recover to be paid for any works there for 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 respect of the Chief Engineer-cum-Engineer Member, BDA for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

**Clause 22** – Deleted.

Lump sums in estimates.

**Clause 23** – When the estimate on which a tender is made include lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may by his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

Action where no specification.

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

Definition of works.

**Clause 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.

**Clause 26** – Director of Physical Plants shall be entitled to recover in full from the contractor any amount that the Director of Physical Plants may be liable to pay under Workman’s Compensation Act.VIII of 1923, to any workmen employed in course of execution of any part of the work covered by these contracts.

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

**Clause 28** – The Director of Physical Plants will have the right to inspect the scaffolding and centering made for the work and reject party or fully such structure if found defective in their opinion.

**Clause 29** – Sanitary arrangements will be made by the contractor at

his own cost for his labour camp.

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

As per Works Deptt.'s letter No.5608 Dt.03.04.2007: -

**Clause 31 (a) (i)** – If during the progress of the work, the price of any material (excluding the cost of Steel, Cement & Bitumen) incorporated in the work (not being materials supplied from the Engineer-in-charge's store in accordance with Clause hereof) increases or decreases as a result of increase or decrease in the average wholesale price index (all commodities), and the contractor thereupon necessarily and properly pays in respect of that material (incorporated in the work) such increased or decreased price, then he shall be entitled to reimburse 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 operation for the quarter under consideration and that operated for the quarter in which the tender was opened, as per the formula indicated below provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to him.

**Clause 31 (a) (ii)** – Where original period of contract is one year and above, increase / decrease of cost of Steel, Cement & Bitumen are to be paid recovered. Payments in case of increase are to be made with prior approval of Government when the total claim is more than Rs.50,000/- and with prior approval of the EIC/ Chief Engineer (as the case may) when the claim is up to Rs.50,000/-. Recovery in case of decrease shall be made by concerned Director of Physical Plants from the contractor immediately.

The cost shall be determined as follows:

Steel	.....	Rate as fixed by Steel Authority of India Ltd. (SAIL)
Cement	.....	Average factory price of three manufacturer of cement inside the State.
Bitumen	.....	Rate as fixed by Indian Oil Corporation (IOC)

**Clause 31 (a) (iii)** – Where original period of contract is more than six months and below one-year increase / decrease of cost of Steel, Cement & Bitumen are to be paid / recovered. Payments in case of increase are to be made with prior approval of Government when the total claim is more than Rs.50,000/- and with prior approval of the EIC / Chief Engineer (as the case may be) when the claim is up to Rs.50,000/- subject to the fulfillment of the conditions mentioned below:

(i) Cost shall be determined as follows:

Steel	.....	Rate as fixed by Steel Authority of India Ltd. (SAIL)
Cement	.....	Average factory price of three manufacturer of cement inside the State.
Bitumen	.....	Rate as fixed by Indian Oil Corporation (IOC)

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

(iii) Contractors have to submit the vouchers showing procurement from an authorized dealer for the said work within 28 days before utilization of

steel, cement & bitumen.

- (iv) Differential cost will be allowed only for the original agreement period, but not for the extended period even though it might have been validity extended.
- (v) Differential cost will be allowed only after successful completion or the work as per the approved work programme.
- (vi) Stipulations contained in existing clause 31 (f)

Recovery in case of decrease shall be made by concerned Director of Physical Plants from the contractor, immediately.

(b) Similarly, if during the progress of work, the wages of labour increase or decrease as a result of increase or decrease in the Minimum wages of labour prescribed by the Govt. and the contractor thereupon necessarily and properly pays in respect of labour engaged on execution of the work such increased or decreased wages, then he shall be entitled to reimbursement or liable to refund quarterly as the case may be, such an amount, as shall be equivalent to 75% of the plus or minus difference in between the minimum wages for labour prescribed by the Govt., which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened, as per the formula indicated below, provided that the work has been carried out within the stipulated time or extension thereof as are or not attributable to him.

Price adjustment and reimbursement of claim for escalation on labour under clause 31 (b) will be applicable only if there is any increase or decrease in the minimum wage, fixed by the State Government.

(c) Similarly, if during the progress of work, the price of Petrol, Oil and Lubricants (Diesel oil being the representative item for price adjustment) increases or decreases as a result of the price fixed thereof by the Government of India and the contractor thereupon necessarily and properly pays such increased or decreased price towards Petrol, Oil and Lubricants used on execution of the work, then he shall be entitled to reimbursement or liable to refund, quarterly, as the case may be such an amount as shall be equivalent to the plus or minus difference in between the price of P.O.L which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below, provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to him.

**i) Formula to calculate the increase or decrease in the price of materials: -**

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

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

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

$M_o$ = The Average Wholesale price Index (all commodities) for the quarter in which the tenders were opened (as published in R.B.I. Bulletin from time to time).

$M_i$ = The Average Wholesale price Index (all commodities) for the quarter

under consideration.

P<sub>m</sub> = Percentage of materials component as per sub-clause of this clause.

**ii) Formula to calculate the increased or decrease in the cost of labour:**

$$V_l = \frac{0.85 \times P_t}{100} \times R \times \frac{(L_i - L_0)}{L_0}$$

V<sub>l</sub> = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates of labour.

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

L<sub>i</sub> = The minimum wages for labour as prevailed during the quarter to which tender was opened.

L<sub>0</sub> = The minimum wages for labour prevailed during the quarter under consideration.

P<sub>t</sub> = Percentage of labour component as per sub-clause of this clause.

**iii) Formula to calculate the increase or decrease in the price of P.O.L: -**

$$V_f = \frac{0.85 \times P_t}{100} \times R \times \frac{(F_t - F_0)}{F_0}$$

V<sub>f</sub> = Increase or decrease in the cost of work during the quarter under consideration due to changes in the price for P.O.L.

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

F<sub>t</sub> = Average price per litre of diesel oil which was fixed by the Government of India during the quarter in which the tender was opened.

F<sub>0</sub> = Average price per litre of diesel oil which is fixed during the quarter under consideration.

P<sub>t</sub> = Percentage of P.O.L component as per Sub-Clause of this Clause.

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

### Percentage Table

Category of works	% Component (Cost wise)		
	Labour(P <sub>1</sub> )	P.O.L.(P <sub>1</sub> )	Steel+Cement+Bitumen+Other Materials*
1	3	4	5
<b>1. IRRIGATION WORKS:</b>			
a) Structural works	20%	5%	75%
b) Earthwork, Canal work Embankment work etc.	25%	10%	65%
<b>2. (R&amp;B) WORKS:</b>			
a) Bridge works	25%	5%	70%
b) Road works	5%	5%	90%
c) Building works	25%	-	75%
<b>3. P.H. WORKS:</b>			
a) Structural work	25%	5%	75%
b) Pipeline Work	5%	-	Pipe-70% *Other material-20%
a) Sewer Line	25%	-	Pipe-70% *Other material-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).

(e) Application of Escalation Clause:

(i) The contractor shall for the purpose of availing reimbursement/refund of differential cost of steel, bitumen, cement, pipe, P.O.L and wages, keep such books of account and other document as are necessary show that the amount of increase claimed or reduction available and shall allow inspection of the same by 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 materials, 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 there to which he may be in 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 three calendar months of the said quarter. The first successful payment

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

document kept and such other information as the Engineer-in-charge may require.

The contractor shall within a reasonable time of his becoming aware of any alteration in the price of such material, wages of labour and / or price of P.O.L. give notice thereof to the Engineer-in-charge stating that the same is given pursuant to this condition together with an information relating thereto which may be in a position to supply.

**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 the 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 fourteen (14) years and shall pay to each labourer for work done by such labourers fair wages. PWL No.22059 Dtd-16.08.77.

Explanation – “Fair Wage” means wages, whether for time or piece work prescribed by the state Public Works Department provided that where higher rates have been prescribed under the Minimum Wages Act. 1948 wages at such higher rates should constitute fair wages.

The Director of Physical Plants shall have the right to enquire into and decide any complaints alleging that wages paid by the contractors to pay labourer for work done by such labourer is less than the wages as per the sub-paragraph (1) above.

(b) The contractor shall notwithstanding the provisions of any contract to contrary, cause to be paid a fair wages to labourers indirectly engaged on the work including any labour engaged by his sub contractors in connection with the said work, as if the labourers had been immediately employed by him.

(c) In respect of all labour directly or indirectly employed in the works for the performance of the 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 period deductions from wages, recovery of wages not paid and deductions unauthorisely made, maintenance of wage register, wage cards, publications of scale of wages and other terms of employment, inspection and submission of periodical return and all other matters of a like nature.

(d) The Director of Physical Plants 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 conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages, which are not justified by their terms of the contract or non-observance of the regulations. Money so deducted should be transferred to the workers concerned.

(e) Vis-à-vis, the Government of Orissa, the contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractor.

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



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

(h) The contractor shall not his own expense provide or arrange for the provision of foot wear for any labour doing cement mixing work and black topping of roads (The contractor has undertaken to execute under this contract) to the satisfaction of the Engineer-in-charge and on his failure to do so, Government shall be entitled to provide the same and recover the cost from the contractor.

(i) The contractor shall submit by the 4<sup>th</sup> & 10<sup>th</sup> of every month to the Engineer-in-charge a true statement showing in respect of the Second half of the proceeding month and the First half of the current month respectively (1) the number of labours employed by him on the work (2) their working hours (3) the wages paid to them (4) the accident that occurred during the said fortnight showing the circumstances under which they happened and the content of damage injury caused by them and (5) the number of female workers who have been allowed maternity benefit according to clause K and the amount paid to them failing which the contractor shall be liable to pay to Government a sum not exceeding Rs.50/- for each default to materially incorrect statement. The decision of the Director of Physical Plants shall be final in deducting from any bill due to contractor amount levied as fine.

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

**33 (b)** – The term and conditions of the agreement have been read / explained to me and ..... certify that ..... clearly understand them.

### **Orissa P.W.D. / Electricity Department Contractor's Labour Regulation**

1. **Short Title** – These regulations may be called “The Orissa Public Works Department / Electricity Department Contractor's regulations.”
2. **Definitions** – In these Regulations, unless otherwise expressed or indicated the following words and expressions shall have the meaning here by assigned to them respectively that is to say –
  - (i) “Labour means works employed by a contractor of the Orissa Public Works Department / Electricity Department directly or indirectly through a sub-contractor or other person, by an agent on his behalf.
  - (ii) “Fair wages” means wages whether for the time of piece work described by the State Public Works Department / Electricity Department for the area in which the work is done.
  - (iii) “Contractor” shall include every person whether a sub-contractor or headman or agent employing labour on the work taken on contract.
  - (iv) “wages” shall have the same meaning as defined in the payment of wages Act and include time and piece rate wages, if any –

### **3. Display of notices regarding wages, etc.**

The contractor shall –

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

### **4. Payment of Wages**

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

### **5. Fixation of wage period**

- (i) The contractor shall fix the wage period in respect of which the wages be payable.
- (ii) No wage period shall exceed one month.
- (iii) Wages of every workman employed on the contract shall be paid before the expiry of the days, after the last day of the wage period in respect of which the wages are payable.
- (iv) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.
- (v) All payment of wages shall be made on a working day.

### **6. Wage book and wage cards, etc.**

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

### **7. Fines deduction which may be made from wages**

- (i) The wages of a worker shall be paid to him without any deduction of any kind except the following.

- (a) Fines
- (b) Deductions for absence from duty, i.e. from the place or places where by the terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absent.
- (c) Deductions for damage to or loss of good expressly entrusted to the employed person for custody or for loss of money for which he is required to account where such damage or loss is directly attributable to his neglect or default.
- (d) Any other deductions which the Orissa Government may from time to time allow.
- (ii) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity or showing cause against such fines or deductions.
- (iii) The total amount of fines which may be imposed in any one wage period on a work shall not exceed an amount equal to five paise in rupee of the wages payable to him in respect of that wage period.
- (iv) No fine imposed on any worker shall be recovered from him by installments, or after the expiry of 60 days from the date on which it was imposed.

**8. Register of fines, etc.**

- (i) The contractor shall maintain a register of fines and of all deductions for damage or loss. Such Register shall mention the reason for which fine was imposed or deduction for damage or loss was made.
- (ii) The contractor shall maintain a list in English and in the local Indian language, clearly defining acts and omissions for which penalty or fine can be imposed. It shall display such list and maintain it in a clean and legible condition in conspicuous places in the work.

**9. Preservation of Register**

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

**10. Powers of Labour Welfare Officer to make investigation or enquiry –**

The Labour Welfare Officers or any other persons authorized by the Government of Orissa on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and the provision of these regulations, he shall investigate into any complaint regarding default made by the contractor, sub-contractor in regard to such provisions.

**11. Report of Labour welfare Officers –**

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

**12. Appeal against the decision of Labour Welfare Officers –**

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

**13. Inspection of registers –**

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

**14. Submission of return –**

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

**15. Amendments –**

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

**Clause 34** – The terms and conditions of the agreement have been read / explained to me and ..... Certify that ..... clearly understand them.

In works Deptt. Letter No. 10407, dt. 25.06.2004, the agencies executing major works should possess full pledged field laboratory for testing of the quality of the work. Under the same clause the following provisions are to be made as per Works Deptt. No. 12351/W, dated 23.06.2004.

(1) 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.

(2) After completion of the Road in all respects, road furniture's should be affixed by the executing agency indicating locations like school, Hospital, Non-horn etc.

The Department shall not supply any materials what-so-ever for the work. The contractor should be financially stable for advanced procurement of all materials to be required for the work vide Govt. of Orissa Finance Department Memo No.48443/F – Code – 46 / 95 dated – 11.12.95.

Or

Schedule showing (approximately) materials to be supplied, if available, the rates which they are to be charged for and the places at which are to be supplied.

Particulars	Rate at which the materials will be charged to the Contractor			Place of Delivery
	Unit	Rs.	P.	

**Note: -**

- 1) The persons or firm submitting the tender should see that the rates in the above schedule are filled up by the Engineer-in-charge on the issue of the form prior to the submission of the tender.
- 2) Before issue of the above materials to him, the Contractor shall furnish Bank guarantee of any of the Nationalized Banks located at ..... for a sum equal to the cost of materials. The Bank guarantee should be valid for the entire period of agreement. The same may be refunded to the contractor only after the materials supplied to him are fully utilized in the works and cost thereof recovered from his bill(s) in full or if the materials are partly utilized materials are returned by him to the Department in full and in good condition and receipt thereof duly acknowledged by the concerned Departmental Officer.

## **SPECIAL CONDITION**

1. Any increase or decrease over or below the schedule of Quantities appended to the tender during the execution be carefully watched to determine the financial implication in accordance to the cordal provisions. No extra items ,extra quantities beyond the agreement quantities should be allowed without prior permission from competent authority.
2. The quantities are not allowed to be varied by more than 5% on higher side without prior approval of competent authority in respect of items for which the contractor has quoted his rates more than 25% excess over the corresponding estimated cost.
3. The contractor is to bear required sales taxes, octrai taxes and royalties etc. as are in force from time Royalty will be reimbursed on production of valid money receipt by the contractor from the concern Tahasildar.
4. The contractor has to pay the minimum wages fixed by Government from time to time to the labourers engaged by him in the work.
5. The work should be executed as per approved designs. Necessary soil tests /field tests etc. are to be conducted at site to ensure the structural adequacy.
6. In case where quoted rates are too low, strict supervision is necessary and the Assistant Engineer should also make frequent inspection of the work to ensure the execution of the same as per the required specification in accordance with instructions.
7. The sample of materials used for the work should be got approved from the competent authority before execution of work.
8. Number of tests as specified in I.R.C/MORT &H/I.S specification required for the construction of roads /bridges/buildings or any other structural works will be conducted as per required frequency 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 the course of execution as may be directed by the Engineer –In-Charge and on both the accounts the cost shall be borne by the contractor. Besides the Firm /Contractor shall install full-fledged field laboratory at work site for conducting required tests as per I.R.C /MORT & H /I.S requirement at his own cost for providing opportunity for checking from time to time.
9. The fortnightly progress of work both physical and financial should be submitted forthwith and any failure of progress of work in proportionate to work programme as submitted
10. It shall be responsibility of the contractor to produce all materials required for the work including procurement of steel, cement and bitumen etc. (to be approved by the Engineer-in-charge) from the market at his cost and complete the work within the stipulated time of completion as per accepted agreement. At no stage difficulty or obstacle for procurement of materials due to any reasons whatsoever shall not be entertained by the department nor any plea for extension of time or compensation / claim to this effect shall be entertained on account of the above. The safe custody of the materials issued by the Deptt. Of procured by the contractor will be sole responsibility of the contractor. For both departmental issue of materials or any procurement of materials by the contractor all incidental expenses like transport, storage, handling and any other expenditure shall be borne by the contractor. The materials as per Appendix – A, if available with the department, may be supplied to the contractor at the discretion of the Deptt. at the place and rates noted against each. The contractor may be supplied to the contractor at the quality, quantity of materials at

the time of issue.

11. If required the empty cement bags and empty bitumen drums may be requisitioned by the Deptt. which the contractor is bound to comply for which the rates of relief will be Rs..... per empty cement bag and Rs..... per empty bitumen drums of good quality (to the satisfaction of Officer-in-charge).
12. If the tenderer backs out from the offer before acceptance of the tender by the competent authority his E.M.D. will be forfeited.
13. Royalty will be reimbursed on production of valid money receipt by the contractor.
14. Additional performance security:  
Additional performance security shall be deposited by the successful bidder when the bid amount is seriously unbalanced i.e. less than the estimated cost of more than 10%. In such an event the successful bidder will deposit the additional performance security to the extent of the differential cost of the bid amount and 90% of the estimated cost in shape of **Post Office Savings Bank Account / National Savings Certificate / Post Office Time Deposit Account / Kissan Vikash Patra / Deposit receipt of Schedule Bank**

Addendum to Note – 1 to Para 35.5 of O.P.W.D. Code, Volume – I

Incentive should be paid in respect of individual project for new construction / substantial additional or improvement works, the minimum value of which is mentioned below.

<u>Name of the work</u>	<u>Minimum Value</u>
1. Building work / P.H. work	Rs.40.00 lakhs
2. Road work	Rs. 3.00 Crores
3. Irrigation work	Rs.10.00 Crores

Incentive will be paid with approval of next higher authority of tender accepting authority on completion of original work before original time schedule.  
(Incentive need not be included in the estimate. Specific budget provision may be made under State-plan out of which the incentive shall be met).

**Clause 35** – Clauses for site engineer and road furniture's etc. in DTCN / Agreement.

In Works Deptt. Letter No.10407; Dt.25.06.2004, the agencies executing major works should possess full-fledged field laboratory for testing of the quality of the work Under the same clause, the following provisions are to be made as per Works Deptt. No.12351 / W, dated – 23.07.2004.

- (1) 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.
- (2) After completion of the Road in all respects, road furniture's should be affixed by the executing agency indicating locations like School, Hospital, Non-horn etc.

**INFORMATION SHEET FOR OFFICE USE ONLY**

**MEMORANDUM OF PAYMENT**

Sl. No. of Bills	M. B. No.	Voucher No.	Date	Gross amount of the Bill	Net amount of the Bill	Cumulative Gross Amount	Signature of D.A.O.



# **OFFICE OF THE DIRECTOR OF PHYSICAL PLANTS O.U.A.T., BHUBANESWAR**

## **DETAILED TENDER CALL NOTICE**

1. Sealed tenders from the registered contractors as per notice eventually drawn in OUAT Form P-1 and will be received and opened by the Director of Physical Plants, OUAT, Bhubaneswar in schedule date and time as mentioned in notice.
2. Tenderers are required to furnish the Tender Paper with earnest money 1% of the estimated amount put to tender in shape of NSC/KVK/POTD/POSB/FD duly pledged in favour of DPP, OUAT.
3. The earnest money will be refunded to the unsuccessful tenderers on application as per the terms and conditions laid down in OPWD Code and the same will be retained in case of the successful tenderers.
4. The plan and specifications for the work can be seen at the office of the Director of Physical Plants, OUAT during working hours. The Contractor may obtain a set of tender documents for the work from the Office of Director of Physical Plants, OUAT on payment as per notice.
5. All other information can be obtained on application to the Director of Physical Plants, OUAT, Bhubaneswar.
6. Authority accepting the tender reserves the right to reject any or all the tenders received without assigning any reasons thereof.
7. The security deposit, together with the earnest money and the amount withheld according to the provisions 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 deposit as above shall entail forfeiture of the earnest money. No tender shall be finally accepted until, the required amount of security money is deposited. The written agreement to be entered into between the Contractor and the OUAT shall be the foundation rights 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 of behalf of the OUAT. The OUAT will accept the security deposit in the form as stated above. In case of tenderers who have made fixed deposits action will be taken to degrade them if they decline to sign the agreement within the period as in above case.
8. The percentage rates should be quoted in words and figures. In case of discrepancy between words and figures, the rates in words shall prevail. The tender shall be written legibly and free from erasures, over writings or conversion of figures

9. The contractors shall be responsible for payment of all royalties, all other charges for quarrying materials. All local taxes inclusive of state GST & Income Tax, Ferry & Tollage charges and Octrai Taxes are to be paid by Contractor.
10. The tender may not be considered unless accompanied by attested copies of GST Clearance certificates, PAN Card, License produced before the Director of Physical Plants, OUAT at the time of opening of the tender
11. The contractor should be fully liable to indemnify the department for payment of any compensation under 'workmen' compensation Act, VIII of 1923, on account of the workman being employed by him and the full amount of compensation paid will be recovered from the contractor.
12. Every tenderer must examine the detailed specification of work 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 in no case invalidate the contract or rates. It shall be definitely understood that the OUAT do not accept any responsibility for the correctness or completeness of the quantities shown in the schedule. The schedule is liable to alteration by omission or additions or deductions and such omissions, deductions, shall in no case invalidate the contract and no extra monetary compensation will be entertained.
13. Empty Cement bags and empty paints drums etc. are to be returned in good and serviceable conditions at the issuing stores failing which the amount will be recovered per bag and per drum respectively from the contractor
14. The contract tax payable on the work is to be fully borne by the tenderer / contractor.
15. All reinforced cement concrete work should conform to Orissa Detail Standard Specification and should be of grade M 200 equivalent to nominal proportion 1:2 4/1: 1.5:3 having minimum compressive strength in work test of 150 kg/cm<sup>2</sup> in 15 cm cubes at 28 days after mixing and test conducted in accordance with I.S. 456 and 516 using 12mm to 20 mm size hard black broken granite chips (20mm size not to exceed 25%).
16. Shuttering and centering shall be with steel centering and shuttering materials with M.S. floor forms / adjustable props adjustable spans and scaffolding system. No wooden centering and shuttering materials will be allowed for a work.
17. For the purpose of jurisdiction in the event of dispute if any contract should be deemed to have entered into within the State Capital Bhubaneswar / High court 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 and before completion or abandonment.

18. After the work is finished all surplus materials and debries are to be removed by the contractor and preliminary work such as vats, mixing platform etc. are to be dismantled and all the materials are to be removed from the site. The ground upto 15m wide from the building should be cleared and rough dressed. No extra payment will be made to the contractor on this account. The rate quoted should be inclusive of all these items.
19. The contractor shall not interfere with the execution of water supply of Electrical fittings arrangement and any other works entrusted to any other agency by the department at any time during the progress of work.
20. The Director of Physical Plants or his engineering staff will have the right to inspect the scaffolding and centering made for the work and can reject partly or fully such structures if found defective in their opinion.
21. The contractor will have to arrange for water supply for all works and make sanitary arrangements at his own cost for his labour camps. Contractor has to arrange adequate lighting arrangements for night work whenever necessary at his own cost.
22. Bailing out water from the foundation either rainwater or subsoil water if necessary should be borne by the contractor. No payment will be made for bench marks, level pillars, profiles and benching and leveling ground where required. The rates quoted should be for finished items of work inclusive of these incidental items of work.
23. All the quantities mentioned in the scheduled are combined for ground floor and multi floors, in case of multistoried buildings the rates should be though for the same.
24. 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 mixers concrete vibrators, pumps etc. for the purpose.
25. It should be understood clearly that no claims, whatsoever 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 Director of Physical Plants and rates settled for the extra items of works of extra quantity of any item of work according to clause-II of P-1 contract. The rate for any item covered in the arrangement will be arrived on derivation from the rate of same class or 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 for derived from the schedule of rates in vogue at the time of actual execution of the item of work.
26. The tenderer shall have to abide by the CPWD Safety code rule introduced by the Government of India, Ministry of works, Housing and Supply in their standing orders No. 44 to 50, dated 25-11-57.

27. Tenderers required to abide by the fair wage clause as introduced by the Government of Orissa Works Department No. CA VIII R 18/52-25 dt. 26.2.55 and No. IIM 56/61-88425 dt. 27.9.61. In case of any complaint by the labourers working about the non-payment or less payment of his wages as per minimum wages act the Director of Physical Plant will have the right to investigate and if contractor is found to be in default, he may recover such labourer directly under intimation to the local labour officer and the Government and the decision of the DPP will be final and binding on the contractor.
28. The contractor will be responsible for the loss or damage of any materials, equipments supplied to him under clauses 13, 30 and 32 during execution of 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.
29. The contractor should arrange at his own cost necessary tools and plants, machines, Concrete mixer and Vibrators and 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. The Department may supply the required T&P if available on application of Contractor on usual hire charges fixed by Vice-Chancellor Rates of Hire Charges are enclosed.
30. The Contractor will have to submit the Director of Physical Plants OUAT monthly return of Labour both skilled and un-skilled employed by him on the work.
31. The tenderers are required to go through each clause of PWD Form No P-1 carefully in addition to clauses mentioned herewith before tendering.
32. No part of the contract shall be sublet without written permission of the Director of Physical Plants or transfer be made by power of attorney authoring others to receive payment on the contractor's behalf.
33. No tender documents will be sold to the intending tenderers after the last date stipulated for issuing of tender paper.
34. If further necessary information is required, the Director of Physical Plants will furnish, but it must be clearly understood that the tenders must be received in order and according to instructions.
35. In the event of any delay due to Department or supply of detailed structural designs for unavoidable reasons, reasonable extension of time will be granted on the application of the contractor. But no claim for monetary compensation will be entertained under any such circumstances for which a no claim undertaking has to be furnished by the

contractor in the prescribed proforma along with the application for extension of time submitted by him

36. No contractor will be permitted to furnish their tenders in their own manuscript papers.
37. 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 and food stuff etc. and the rates should be inclusive of the 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 nothing the name of quarry under dated initials by the tenderer for approval of the Director of Physical Plants.
38. OUAT will not however, after acceptance of contract rate pay any extra charge for lead or any other reasons in case the contract is found later on to have misjudged the materials available.
39. All fittings for doors and windows if supplied by the Contractor should be of best quality and should be got approved by the Director of Physical Plants before they are used on the work.
40. The contractor shall have to furnish a certificate in the prescribed proforma along with the tender to the effect that he is not related to any officers of the University of rank of Asst. Engineer and above and any officer of the rank of Assistant Secretary and above of the Works Department. I / We as / are also aware that if the facts subsequently proved to be false my / our contract will be rescinded with forfeiture of EMD and total security deposit and I / We shall be liable to make good the loss or damage resulting from such cancellation.
41. 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 University and the contractor.
42. After completion of the work the contract shall arrange at his own cost all requisite equipments for testing building if found necessary and bear the entire cost of sub test.
43. Letters etc. found in the tender box raising or lowering rates or dealing with any point in connection with the tender will not be considered.
44. All reinforced cement concrete works like lintels, column beam, chajja, roof slab and other such works should be finished smooth and no extra charges for plastering of required shall be paid by the department.

45. The tenderer shall bear cost of various incidental sundries and contingencies necessitated by the work falling within following or similar category.

46. a) Rent royalties and other charges or materials octrai 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 University for temporary occupation of land owned by Government at the site of the work.

b) Labourers camp or huts necessary to a suitable scale including conservancy and sanitary arrangements there in to the satisfaction of local health authorities.

c) Suitable water supply including pipe water supply whatever available for the staff and the labour as well 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 risk operations.

f) Suitable fencing, barriers, signals including paraffin and electric signals where necessary at works and approaches in order to protect the public and employees from accidents.

g) Compensation including cost of any suit for injury to persons or property due to neglect or any major precautions and also sums which may become payable due to operations of Workmen Compensation Act.

h) The contractor due 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 equipment required for stating the work.

47. 1% (one percent) of gross amount of the will be deducted towards income tax from the individual contractor's bill & 2% from company license as well as GST as applicable.

48. 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. Order regarding the work whenever necessary are to be entered in this book by the University Officer-in-charge with their dated signatures and duly noted by the contractor or his authorized 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 University and shall not be removed from the site of work without written permission of the director of Physical Plants and to be submitted to the Engineer-in-charge every month.

49. The contractor shall requisition claim book from the date of commencement of the work from the University and shall maintain in proper P.W.D. form with pages serially numbered in order to record items of work which are not covered by this contract and are claimable as extras. Claims shall be entered regularly in this book under the dated signatures of the contractor or his duly authorized agent at the end of each month. A certificate should also be furnished along with these claims to the effect that beyond his claim entered in the book the contractor has got no other claims upto date. Each claim must be definite and should give as possible the quantities and as well as total amount claimed. The claim book must be submitted by the contractor regularly by 10<sup>th</sup>/16<sup>th</sup> days of each month for orders of the Engineer-in-charge or competent authority. Claims not made in this manner or the claim books not maintained from commencement of the work are liable to be summarily rejected. The claim book is property of the University and shall be finally surrendered by the contractor to the Director of Physical Plants (i.e. Engineer-in-charge) after completion of the work before rescission of the contract by the University whichever is earlier for record.

50. Over and above these conditions the terms and conditions and rules and regulations as laid down of Orissa. Detailed Standard Specifications and Orissa P.W.D. Code are also binding

51. Under no circumstances interest is chargeable, for the dues or additional dues, if any payable for the work

52. In P-1 Lump sum and P.H. Engineering contract forms the following shall be incorporated as a new clause as 18(c) of P-1 contract form clause 3 (c) of lump sum contract form and clause 19 (c) of P.H. contract form.

53. Special class contractor shall employ under him one Graduate Engineer and two Diploma Holders belonging to the State of Orissa. Like wise 'A' Class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to State of Orissa. The employment of such Graduate Engineers and Diploma Holders under the contractor shall be full – time and continuous and they shall not be superannuated retired dismissed or removed personnel from any State government or Central Govt. service / Public Sector undertakings / Private Companies and firm or be ineligible for appointment to Govt. Service. The contractor shall pay them monthly emoluments which shall not be less than the emoluments of the personnel or equivalent qualification employed under the State Govt. of Orissa. The Chief Engineer, Roads, Orissa may however assist the contractor with names of such unemployed Graduate Engineers and Diploma Holders if such help is sought for by the contractor.

54. The names of such engineering personnel appointed by the contractor should be intimated to the tender received authority along with each tender as to who would be supervising the work.

55. The names of such engineering personnel appointed by the contractor should be intimated to the tender received authority along with each tender as to who would be supervising the work.

**SCHEDULE -F**

**AFFIDAVIT**

1. Name of the work : \_\_\_\_\_  
\_\_\_\_\_.
2. The undersigned do hereby certify that all the statements made in the required attachments are true and correct.
3. The undersigned also hereby certifies that neither I/ Our firm \_\_\_\_\_ M/s \_\_\_\_\_ nor any of its constituent partners have abandoned any road/bridge/irrigation/Buildings or other project work in India nor any contract awarded to us for such works have been rescinded during the last 5 (five) years prior to the date of this bid.
4. The undersigned hereby authorized and request (s) any bank, person, firm or corporation to furnish pertinent information as deemed necessary and as requested by the Department to verify this statement or regarding my (our) competency and general reputation.
5. The undersigned is not related to any officers of the University of rank of Asst. Engineer and above or any officer of the rank of Asst. Secretary and above of the Agriculture Department.
6. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the department.

Signature of the Tenderer



## SPECIAL CONDITIONS

1. The contractor will be responsible for supply of all material required for the work and such materials shall be approved by the Engineer-in-charge before their utilization in the work. OUAT owes no responsibility to supply any materials whatsoever to the contractor. Stipulation of supply of materials wherever appears in the D.T.C.N. shall stand modified to the extent of this special condition.
2. Time is the essence of a contract. The contractor shall furnish a programme of work at the time of agreement, which will form an essential part of the contract. The work programme so furnished shall be the basis to assess progress under clause 2 of the conditions of P-1 contract.
3. These are time-bound works and are to be completed within the stipulated period. The respective bidders are advised to study the scope of work and survey the site for constraints if any and assess their bid capacity and capability before submitting their tenders.
4. Income tax & GST, Labour cess shall be deducted from the gross amount of each bill according to the rules in force.
5. The contractor shall be responsible for the conduct and action of his workers, agents and representatives.
6. The contractor shall have to furnish a certificate in the prescribed pro-forma along with the Tender to the effect that he is not related to any officers of the University of rank of Asst. Engineer and above or any officer of the rank of Asst. Secretary and above of the Agriculture Department.
7. Tenders in complete shape must be accompanied with attested copies of valid registration certificate, PAN Card, GSTIN, along with original money receipt towards purchase of tender paper, original affidavit regarding authentication of documents & required EMD in the prescribed instrument, failing which tender will be liable for rejection as per OPWD code.
8. **Additional performance security shall be obtained from the bidder when the bid amount is less than estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price/rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security (APS) in shape of Term Deposit Receipt pledged in favour of DPP, OUAT, Bhubaneswar from any Nationalized/schedules bank in India within 7(Seven) days of issue of letter of acceptance by the DPP, OUAT, Bhubaneswar 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.**
9. **The contractor shall have to deposit the ISD amount @ 1% of the quoted amount at the time of agreement.**
10. Before use of brick, steel, sands, chips etc the same shall be got tested in State PWD Lab. at the cost of the agency and periodic testing of materials and concrete shall be carried out. The applicable IS Code (SL -15.2.2, IS 456-2000) will be followed for sampling of concrete cubes. All cost of tests shall be borne by the contractor.
11. The contractor shall maintain labour register and site register at work site to be duly signed by engineer in charge on a day-to-day basis.
12. In case of composite tender, the bidders shall have to furnish the original Regd. joint venture Agreement executed with their electrical sub-contractor for under-taking the E.I. work, along with tender documents. The attested copies of valid H.T/LT license of said electrical sub-contractor must be attached with tender documents, failing which the tender will be liable for rejection.
13. Each tender shall be accompanied with original affidavit (Schedule -F) regarding authentication of documents failing which tender will be liable for rejection.
14. The completed work shall be handed over to the user department with as built drawings and inventory after which only the final bill shall be paid.
15. In case of Electrical works the contractor shall have to furnish the testing certificate of internal / external E.I. works from electrical inspector of State Government before handing over the work, failing which the final bill will not be entertained.
16. The authority reserves the right to access the bid capacity of the bidders based on ongoing contracts in OUAT before award of the contract.
17. In case of grading work & weather seal coat painting work, an amount of @ 10% on contract price of the specified item will be deducted from the bill and the same will be released after three years successful completion of the work.
18. The authority reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

**Director of Physical Plants.**