

**OFFICE OF THE EXECUTIVE ENGINEER,
CIVIL WORKS DIVISION NO-1
OPTCL, BBSR**

DTCN

**ALL THE INSTRUCTIONS AS PER NIT & DTCN COMBINELY FORMED THE TENDER
CRITERIAS.VIOLATION OF CLAUSES LAID DOWN IN EITHER OF THE TWO WILL
LEAD TO CALCELATION OF THE TENDER.**

Instruction to Bidders

A. GENERAL

1. NOTICE INVITING BID AND D.T.C.N. SHALL FORM THE BID DOCUMENTS :

- 1.1. The authority belonging to the major discipline is competent to invite tender of composite bids.
- 1.2. For composite tender, besides indicating the combined estimated cost put to tender, should clearly indicate the estimated cost of each component separately. The eligibility of bidders will correspond to the combined estimated cost of different components put to tender.
- 1.3. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules / amendments issued there under from time to time. If he fails to do so, it will be considered a breach of the contract and the Executive Engineer may in his discretion without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
- 1.4. The contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices quoted in the Bill of Quantities, all of which shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, plant & services or of contingencies for which there is a Provisional Sum) and all matters and things necessary for the proper execution and completion of the work and the remedying of any defects therein.
- 1.5. The successful bidder shall complete the works by the intended completion date specified in the Contract data.
- 1.6. Throughout these bidding documents, the terms " bid and tender" EMD and Bid Security and their derivatives (bidder / bidder, bidding / tendering, etc.) are synonymous.
- 1.7. In case the tender for composite work includes in addition to main work / building work all other ancillary works such as sanitary and water supply installations, drainage installation, electrical work, horticulture work, roads and paths and gate works in dams and canals etc. , the bidder apart from being a registered civil Contractor of appropriate class must associate himself with agencies of appropriate class those who is eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender. **Intending purchasers are required to produce GST REGD No. at the time of purchase of tender documents.**

2. ELIGIBLE BIDDERS:

- 2.1. This Bid is open to **all** Contractors of the class mentioned in the **Invitation for Bids** registered with the State Governments and Contractors of Equivalent Grade / Class Registered with Central Government / MES / Railways for execution of civil works.

2.2. **BID DOCUMENTS**- The bidder should submit the following documents along with tender paper.

- 1- Valid contract Liscence
- 2- PAN Card
- 3- GST No.
- 4- EPF & ESI Regd certificate
- 5- Original or Xerox copy of Money receipt.

2.3. If the bidder has a relative employed as an Officer in the rank of an Assistant Engineer/Assistant Manager and above in the State Government of Odisha/OPTCL in the concerned Department, he shall inform the same in the bid mentioning the exact details in a covering letter along with the tender, failing which his bid will not be considered. Also if the fact of relationship subsequently comes to light, his contract will be rescinded. The bid security or the performance security will be forfeited and he shall be liable to make good any loss or damage resulting from such cancellation. In case the bidder has no relationship with any of the officers mentioned above he shall have to furnish with his bid a certificate.

2.4. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the concerned Department. Any breach of this condition by the contractor would render him liable for penal action for suppression of facts.

2.5. No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of Odisha/OPTCL is allowed to work for contractor for a period of two years after his retirement from Government service, without prior permission of the Government of Odisha/OPTCL in writing. Such a contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of Odisha/OPTCL as aforesaid before submission of the tender for engagement in the contractor's service.

2.5 The principles / rules introduced by works department, Govt of Odisha from time to time w.r.t civil works, tendering process will be strictly adhered where OPTCL rules remains silent.

3. QUALIFICATION CRITERIA:

3.1. For submission of Bids through the E-Procurement Portal, the bidder shall up load the scanned copy/copies of document listed under clause 3.2 in prescribed format wherever warranted in support of qualification information. The on line bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal on demand by the Employer prior to award of contract, failing which action as per relevant clauses shall be initiated. Bids from Joint ventures are acceptable.

3.2. **The bid shall include .copy of valid contractor's registration certificate, PAN card, GST Regd certificate, EPF, ESI Regd certificate etc should accompany the bid.**

3.3

The Bidders are subject to be disqualified if they have:

- a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- c. Participated in the previous bidding for the same work and had quoted unreasonable prices and could not furnish rational justification to the Engineer-in-Charge.
- d. Indulged in unlawful & corrupt means in obtaining bids.
- e. been black listed/suspended by the competent authority.

4. ONE BID PER BIDDER:

- 4.1. Each bidder shall submit only one bid for work.

5. SITE VISIT:

5.1. Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A Bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The Bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of work.

5.2. The bidder, in preparing the bid, shall rely on site Investigation Reports referred to in the Contract Data, supplemented by any information available to the bidder.

B. BIDDING DOCUMENTS

6. GENERAL INSTRUCTIONS:

7.1 All the conditions laid down in NIT and DTCN is a part of tender documents. The DTCN and NIT are uploaded to the OPTCL website. These documents will not be a part of the bidding document that are to be sold to the intending bidders.

7. The bids uploaded by the Tender Inviting Officer shall consist of general arrangements drawings or typical sections of the project. Bidder may download these drawings and take out the print for detail study. Any other drawings and documents pertaining to the works available with the officer inviting the Bid will be open for inspection by the bidders. The bidder is required to download all the documents including the drawings for preparation of his bid. It is not necessary for the part of the Bidder to upload the drawings

other Bid documents (after signing) while up-loading his bid. He is required to up load documents related to his qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred all the drawings and documents uploaded by the Officer Inviting the Bid. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.

7. The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, and technical specifications, bill of quantities, forms, Annexes and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to Clause 25.4 hereof, bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.

7. CLARIFICATION OF BIDDING DOCUMENTS:

7.1. Bid documents consisting of drawings, plans, specifications, the schedule of quantities of the various items of work to be done and the set of terms & conditions of contract to be complied with by the contractor who intends to bid and other necessary Documents can be seen in the office of the officer inviting the Bid during office hours everyday except on Sundays & Public Holidays till last date of sale of tender paper.

7.2. The Contract Data to bid shall be filled and completed in the office of Officer inviting bid before issue of bid **documents**. If the documents are issued to the intending bidder without having been so filled in & completed, he shall request the officer inviting the bid to have this done before he completes and delivers his bid.

8. AMENDMENT OF BIDDING DOCUMENTS:

8.1. Before **the** deadline for submission of bids, the officer inviting the Bid may modify the bidding documents by issuing addenda.

8.2. Any **addendum** thus issued shall be part of the bidding documents and shall be notified in the notice board and in the website. <https://optcl.co.in/> only

8.3. To give **prospective** bidders reasonable time in which to take an addendum into account in preparing their bids, the Officer inviting the Bid if also happens to be the Engineer-in-Charge with the permission of the higher authority may, at his discretion, extend as necessary the dead line for submission of bids.

9. LANGUAGE OF THE BID:

9.1. All documents relating to the Bid shall be in the English language. Bids submitted in any other language shall be summarily rejected.

10. DOCUMENTS COMPRISING THE BID:

10.1.1. Following documents will be deemed to be part of the bid even if not submitted with the bid.

- (i) Invitation for Bids (IFB)
- (ii) Instructions to bidders(ITB)
- (iii) Conditions of Contract (As per P1 Agreement)
- (iv) Contract Data (As per Bid document)

(त) Specifications (As per Bid document)

(त1) Drawings

10.1.2. All the volumes/documents shall be provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents..

10.2. The contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices stated in the Bill of Quantities, all of which shall, except in so far as it is otherwise provide in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, plant & services or of contingencies for which there is a **Provisional** Sum) and all matters and things necessary for the proper execution and completion of the work and the remedying of any defects therein.

10.3. The contractor shall conform in all respects, by giving all notices and paying all fees, with the provisions of:

- (i) Any national or State Statue, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution and completion of the works and remedying of any defects therein, and
- (ii) The rules and regulations of all public bodies and companies whose property rights are affected or may be affected in any way by the works.

11. CURRENCIES OF BID AND PAYMENT:

13.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.

12. VALIDITY:

12.1. Bids shall remain valid for a period not less than **90 days** or the period mentioned in the Contract Data, after the deadline date for submission of bid as specified in the notice inviting the Bid. A Bid valid for a shorter period shall be rejected by the Engineer-in-charge as non-responsive.

12.2. In exceptional circumstances, prior to expiry of the original time limit, the Officer inviting the Bid may request the bidders to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable or by e-mail. A bidder may refuse the request without any risk of forfeiture of his bid security.

12.3. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for the period of the extension.

13. BID SECURITY:

15. 1 The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned in the NIT.. The Officer inviting the bid shall not be responsible for any postal delay and/or non-receipt of the original copy of the bid security. Non-submission of bid security with in the designated period shall be liable for cancellation of his tender.

- a. Deposit-at-call Receipt from any scheduled Indian Bank or a foreign Bank located in India and approved by the Reserve Bank of India.

b. **Deposit Receipt of Schedule Bank /N.S.C. / K.V.P. / Post Office Savings Bank Account /Post Office Time Deposit Account** pledged in favour of Executive Engineer, Civil Works Division, OPTCL, Bhubaneswar concerned as per notice inviting bid by the Department.

c. Fixed Deposit Receipt, a certified Cheque or an irrevocable letter of credit, issued by any Scheduled Indian Bank or a foreign Bank approved by the Reserve Bank of India.

15.2 The Bid shall be declared non-responsive and shall be rejected if submitted without an acceptable Bid Security and not secured as indicated in Sub-Clauses 15.1.

15.3 Combined bid security for more than one work is not acceptable.

15.4 In the case of Government Undertakings, Co-operatives Societies, Diploma or Degree holders in Engineering who are registered with the Government of Orissa, the rules framed by government from time to time about Cost of Bid documents, Bid security, performance security will apply.

15.5 The bid Security of unsuccessful bidders will be returned within 28 days of the end of the validity period specified in Sub-Clause 14.1.

15. The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security and Additional Performance security if any.

15.7 The Bid Security may be forfeited

a. If the Bidder seeks any revision of rates or back out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid

b. In the case of a successful bidder, if the bidder fails within the specified time limit to

(i) Sign the Agreement; or

(ii) Furnish the required Performance Security including additional performance security if any.

14. FORMAT AND SIGNING OF BID:

14.1. The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including cost of Bid Document, Bid Security, Declaration form, price bid etc ..

14.1.1. The bids once submitted can not be retrieved or corrected. Tender cannot be pre-opened and cannot be submitted after due date and time. Therefore only after satisfying that all the documents have been attached

SUBMISSION & ACCEPTANCE OF BIDS

1. The Bids should be dropped in appropriate tender Box in the designated offices. The bid should accompany with all documents. The bidder should put his signature in each page of the BOQ sold to them. The bidder should self-attest the copy of documents.

2. Tenders will be scrutinised as per the required criterias. Only bidders who have deposited all the documents along with their bid will be taken into comparison.

3. The officer inviting the bid will award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated price.

4. On acceptance of the tender, the Contractor shall name in writing his accredited representative(s) who would be responsible for taking instructions from the Engineer-in-Charge.

5. Competent Authority on behalf of Odisha Power Transmission Corporation Limited reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.

15. RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS :

- 1 The competent authority on behalf of the Odisha Power Transmission Corporation Limited does not bind him to accept the lowest or any other tender and reserves to him the authority to reject any or all the tenders received without assigning any reason.
- 2 All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.

16. CORRUPT OR FRAUDULENT PRACTICES:

16.1. The Engineer-in-Charge will reject a proposal for award if he determines that the bidder recommended for award has been engaged in corrupt or fraudulent practices in competing for the contract in question. He will report to the Officer Inviting Bid / next higher authority.

16.2. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

17. Even if qualifying criteria are met, the bidders can be disqualified for the following reasons, if enquired and convinced by the Department as to

- (a) Making a false statement or declaration.
- (b) Past record of poor performance.
- (c) Past record of abandoning the work half way/ recession of contract.
- (d) Past record of in-ordinate delay in completion of the work.
- (e) Past history of litigation.
- (f) Not verify the original documents

1. In case of any discrepancy in printing or omissions of statutory specifications / clauses or any other part of this approved documents as in this DTCN during process of submission of the Bid documents on online, then the decision of the authority inviting the Bid / Tender will be binding on the bidder.

2. The authority reserves the right to reject any or all the tenders received without assigning any reasons thereof what-so-ever.

3. In this case of percentage rate tenders, only percentage at par / excess / less of the total value put to tender for the whole work shall be written by the bidder legibly both in words and figures at the last page of the Bill of Quantity showing the total value put to tender. If there will be difference in numeral figure and the word depicting the percentage rate, then the "word" will be considered as correct. Any over writing, correction or interpolation should be avoided while quoting this percentage rate. Where unavoidable, this should be properly initialled by the bidder.

- a. The contractor will write percentage excess or less up to one decimal point only. If he / she write the percentage excess or less up to two or more decimal point, the first decimal point shall only be considered without rounding off.

4. While preparing the bills for this percentage rate tender work, each item of work will be evaluated at the estimated rate and the gross amount will be derived from there by adding each individual item value. Then the percentage excess or less as quoted by the contractor will be added or subtracted from that gross amount of the bill.
5. Tenders received within due date and time will remain valid for a period of **90 (Ninety)** days from the last date of receipt of tenders. The validity of the tenders can be extended if agreed to by the bidder.
6. Every bidder is expected to inspect the site of the proposed work before quoting his percentage rate for the work. He should also inspect the quarries, approach roads to quarries and satisfy himself about the quality and availability of materials. In every case, the materials must comply with the relevant specifications. Complaints by the bidders at a future date regarding wrong assessment as to the availability of materials at quarries will not be entertained.
7. Every case, the materials must comply with the relevant specifications. Complaints by the bidders at a future date regarding wrong assessment as to the availability of materials at quarries will not be entertained.
8. i) Bid documents consisting of plans, specifications, the Schedule of Quantities and the set of terms and conditions of contract and other necessary documents can be seen in all the offices issuing the documents, during office hours every day except on Sundays and Public Holidays till last date of sale and receipt of tender papers. Interested bidders may obtain further information at the same address.
 - (i) The bidder shall carefully study the tentative drawings and specifications applicable to the contract and all other documents, which will form a part of the agreement before tendering for the work. Complaint at a future date that plans and specifications have not been seen by the bidder cannot be entertained.
 - (ii) These tentative drawings are subject to revision or modification during the execution as per actual necessity and test conducted. But, the tendered rate for the total work quoted by the bidder will hold good in case of such modification of drawings during the time of execution and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however, be executed as per final approved drawing to be issued by the Engineer-in-Charge as and when required.
9. Bidders are required to go through each clause of P.W.D. Form P1 carefully in addition to the clauses mentioned herein before tendering.
10. Only the Schedule of Quantities showing the items of work, its quantity, its rate as per Estimate and the total value of the items i.e. work are contained in Bid. It shall definitely be understood that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alteration or omissions, set forth in the conditions of the contract and such omissions, deductions, additions or alterations shall no way invalidate the contract.
11. The earnest money deposited by the bidder will be retained and dealt with as per the terms and conditions of the O.P.W.D. code.
12. By admission of a tender for the work, a contractor will be deemed to have satisfied himself by actual inspection of the site and locality of the work, about the quality and availability of the required quantity of material including the medical aid, labour and food stuff etc. and that rate quoted by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted rate including labour and materials with taxes, octroi, other duties, lead, lifts, loading and unloading, freight for all materials and all other charges necessary for the completion of the work, to the entire satisfaction of the Engineer-in-Charge of the work and his authorised subordinates. After acceptance of the contract rate, Government/OPTCL will not pay any extra charges for any reason in case the contractor claims later on to have misjudged as regards to availability of materials, labour and other factors.

13. If the rate quoted by the bidder is less than 15% of the tendered amount then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids. But if more than one bid is quoted at 14.99% (Decimals up to two numbers will be taken for all practical purposes) less than the estimated cost, the tender accepting authority will finalize the tender through a transparent lottery system, where all bidders/their authorised representatives, the concerned officials will remain present.

14. SINGLE TENDER

(i) The single tender received in the first call shall be cancelled. The acceptance of a single tender received, even after retendering should have prior approval of the next higher authority.

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

15. If the rate quoted by the SC and ST contractors comes to 14.99% (decimal up to two number will be taken for all practical purposes) less than the estimate cost after availing 10% price preference as per Para-2 of Works Department Resolution No.27748 dt. 11.10.1977, then the tender shall be finalises by the tender accepting authority through a transparent lottery system along with other category of contractors whose rates are 14.99% less than the estimated cost.

16. Additional performance security shall be obtained from the bidder when the bid amount is less than the estimate cost put to tender. in such an even the bidder who have quoted less bid price/rates than the estimate cost put to tender shall have to furnish the exact amount of differential cost i.e. estimate cost put to tender minus the quoted amount as Additional Performance Security in Shape of Demand Draft/Term Deposit Receipt pledge in favour of EE, CWD-I, OPTCL, BBSR in the sealed envelope along with the Tender Cost & EMD. failing which the bid will be rejected.

If the contractor fails to complete the work, the amount so furnished as **APS** will be forfeited in addition to other penal clauses if imposed by any of the two concerned Executive Engineers.

DRAWAL OF AGREEMENT.

17. The bidder / bidder whose bid has been accepted will be intimated by Regd. Letter by the Engineer-in-charge prior to expiry of the validity period. This letter (hereinafter and in the conditions of Contract called the "**Letter of Acceptance**") will state the sum that the Engineer-in-charge will pay the contractor in consideration of the execution, completion and maintenance of the works by the contractor as prescribed in the contract (here-in-after and in the contract called the "**Contract Price**").

The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (**Initial Security Deposit**) in shape of Fixed Deposit Receipt of any scheduled commercial Nationalised Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Postal Office Time Deposit Account duly pledged in favour of the **Executive Engineer, Civil Works Division No.I, OPTCL, BBSR** and in no other form. The ISD shall be 2% of the value of the accepted tendered amount (excluding 1% deposited towards hiring of equipments/machineries from out side the State, if any)

and sign the agreement in the P.W.D. form No. P1 (Schedule XLV No. 61) for the fulfilment of the contract in the office of the **Executive Engineer, Civil Works Division No.I,OPTCL, BBSR** as directed.

The security deposit together with the earnest money and the amount withheld according to the provision of P1 agreement shall be retained as security for the due fulfilment of this contract and additional performance security in accordance with the provisions of the agreement.

(ii) The successful bidder will sign the agreement in conformity with Standard P.W.D. Form P1 with latest amendments within 15 (Fifteen) days following the notification of award i.e. "**Letter of Acceptance**" by the Engineer-in-Charge.

(iii) Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the **Bid Security** (earnest money). No contract (tender) shall be finally accepted until the required amount of initial security money is deposited. The security will be refunded after Twelve months of completion of the work and payment of the final bill and will not carry any interest. As concurred by Law Department & Finance Department In their U.O.R. No 848, dtd.21-05-1997 J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case where bidders back out from the offer before acceptance of tender by the competent authority.

18. The agreement will be drawn in P.W.D. P1 contract form. The Contract for Civil works shall be drawn & signed by the **Executive Engineer, Civil Works Division No.I,OPTCL, BBSR** whom the allotment for their purpose have been placed with.

19. **If LI bidder does not turn up for agreement after finalization of the tender. Then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. In that case, the L2 bidder, if fulfils, other required criteria would be called for drawing agreement for execution of work subject to the condition that L2 bidder negotiates at par with the rate quoted by the L1 bidder otherwise the tender will be cancelled .in case a contractor is backlisted, it will be widely publicized and intimated to all departments of Government and also to Govt. of India agencies working in the state.**

EXECUTION OF ITEMS.

20. Any deviation in execution of Civil items of agreement will mean deviation to the work as a whole. The financial implications there by must be informed by them to the concerned OPTCL Executive Engineer and Chief Engineer (Buildings) Odisha/Chief Engineer(civil), OPTCL for proper action.

21. In case of necessity felt by any of the Executive Engineers regarding slow progress of work or otherwise, then in co-ordination with each other, a joint crash management meeting may be convened suitably asking the contractor for a revised work programme and to remove the bottlenecks of any sort on the way to completion of the composite work.

22. The contractor shall have to remove all the debris from site after completion of work.

RECESSION OF WORK/CONTRACT:-

23. The Civil contractor who has put the tender for the work in DTCN, will alone be responsible and answerable to the OPTCL authority or any other competent authorities as regards to defects in the work, slow progress in the work or any other recessional parameters that may crop up during execution of the work as a whole. When any part of the work is considered by the Engineer-in-Charge or departmental authority not to be in coherence with the agreement condition or their specifications as in the DTCN, then the contract for the total work in TCN will lead to its revision by the department if felt necessary.

RESPONSIBILITIES & OBLIGATIONS OF THE CONTRACTOR

24. Under section 12 of contractors labour (Regulation and Abolition) Act. 1970, the contractor who undertakes execution of work through labour should produce valid license from licensing authorities of labour Department.

25. The contractor should be liable to fully indemnify the department for payment of compensation under Workman Compensation Act. VIII of 1923 on any account of the workman employed by the contractor and full amount of compensation paid will be recovered from the contractor.

26. Bidders are required to abide by the fair wages clause as introduced by Govt. of Orissa, Works Department Letter No.-VIII-R 8/5225 Dtd.26.02.55 and No.IIM-56/628842(5) Dtd.27.09.61 as amended from time to time.

27. In case of any complaint by the labour working about the non-payment or less payment of his wages as per latest minimum Wages Act, the Executive Engineer will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the labour directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the Executive Engineer is final and binding on the contractor in such cases.

28. Super class contractor shall employ under himself two Graduate Engineers and two Diploma holders belonging to the State of Odisha. Special class contractor shall employ under him one graduate Engineer and two Diploma Holder belonging to the state of Odisha. Likewise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Odisha. The contractor shall pay to the Engineering personnel monthly emoluments, which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Odisha. The Engineer-in Chief (Civil), Odisha may supply the names of such unemployed Graduate Engineers and Diploma Holders if requested by the contractor. The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill of the Super Class, Special Class or 'A' Class Contractor shall be accompanied by an employment Roll of the Engineering personnel together with a Certificate of the Graduate Engineer or Diploma Holder so employed by the contractor to the effect that he has supervised the work executed as per the bill. (Vide Works Department No. Codes M-22/91-15384 dated 9.7.91). The required certificate is to be furnished in the proforma contained in a separate sheet vide **Schedule-B** in this DTCN.

29. The contractor shall bear cost of various incidentals, sundries and contingencies in full necessitated in the work within the following or similar category.

- a. Rent, royalties and other charges of materials, octroi duty, all other taxes including sales tax, ferry, tolls conveyance charge and other cost on account of land and building including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work, collection of materials, storage, housing of staff or other purposes as required will be borne by the contractor for the work. No contractor will however be liable to pay rent / revenue of Govt. for temporary occupation of land owned by Govt. at the site of the work.
- b. Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein at the look out of the contractor to the satisfaction of the local health authorities.
- c. Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work is to be arranged by the contractor at his cost.
- d. Fees and duties levied by the Municipality, canal or water supply authorities are to be borne by the contractor.

- e. The contractor at his cost will arrange suitable equipments and wearing apparatus for the labour engaged in risky operations.
- f. Suitable fencing barriers, signals including paraffin and electric signal where necessary at works and approaches in order to protect the public and employees from accidents are the look out of contractor.
- g. Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also become payable due to operation of the workers compensation act will be borne by the contractor.
- h. The contractor has to arrange adequate lighting arrangement for the work wherever necessary at his own cost.

30. The contractor shall have to abide by the C.P.W.D. safety code rules introduced by the Government of India, Ministry of work Housing and Supply in their standing order No-44150 dtd.25.11.57.

31. The contractor should arrange the materials like steel, cement, paint and bitumen etc. of approved quality and specification and get it tested in the departmental laboratory and approved by the Engineer-in-charge before use at his own cost for completion of the work within the time schedule. No extension of time will be granted on the application of the contractor due to delay in procurement of materials.

32. No payment will be made for benchmarks, level pillars, profiles and benching and levelling the ground where required.

33. After the work is completed, all surplus materials should be removed from the site of work. Preliminary work such as vats, mixing platforms etc. should be dismantled and all materials be removed from the site and the premises should be left neat and clean. These should be taken care of while quoting the percentage rate for the complete work.

34. For diversion road or approach road, the contractor will have to make his own arrangement to make the same in private land if necessary for which agreement for such land by the side of C.D. works and the rental charges for such private land shall be borne by the contractor including its proper maintenance with lighting arrangements during the night time and signalling during day time and barricading etc. till the C.D. works are opened to the traffic. No extra amount will be paid to the contractor for the above rental charges etc. His rate in the tender shall include this arrangement, rental charges for the land and maintenance, lighting and removal of such temporary road crust from the private land to bring the land to its original condition etc. complete.

35. Form work including complete false work shall be designed by the Contractor without any extra cost to employer and the Department will have the right to inspect the scaffolding, centring and shuttering made for the work and can reject partly or fully such structures, if found defective in their opinion. Any eventually such as loss of lives or property due to failure of centring and shuttering shall be the responsibility of the Contractor regarding compensation of all claims thereof.

36. Where the Department will feel it necessary, the Officer-in-Charge of the work shall issue a Site Order Book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in this book by the P.W.D./OPTCL Officer-in-Charge with their dated signatures and duly noted by the contractor or his authorised agents with their dated signature. Orders entered in this book and noted by the contractor's agent shall be considered to have been duly preached to the contractor for following the instructions of the Department. The Site Order Book shall be the property of the P.W.D./OPTCL and shall not be removed from the site of work without written permission of the Engineer-in-charge i.e. Executive Engineer and to be submitted to the Engineer-in-charge every month.

37. The contractor shall properly co-ordinate with the execution of Electrical works and takes care of the safety of workers.

38. 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.

39. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the concerned Executive Engineer with their bills, failing which the amount towards royalties of different materials as utilised by the contractor in the work will be recovered from his bills and deposited in the revenue of concerned department.

40. **CESS @1% of the amount of estimated cost as per Tender Notification read with latest corrigendum if any will be proportionately deducted from the contractor bill at the time of making payment of each bill.**

41. Under no circumstances, interest is chargeable on the dues or additional dues if any payable to the contractor for the work.

42. Also, no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental. Damages if caused by fire or other causes to persons and structures etc., will have to be made good by the contractor at his own cost.

43. No part of the contract shall be sublet without written permission of the concerned Executive Engineer or transfer be made by power of Attorney authorising others to receive payment on the contractor's behalf.

44. The contractor should attach the certificate in token of payment deposit with the registration authority as per recent circular of the Government relating to his registration.

45. The quantity mentioned in the Schedule of Quantities can be increased or decreased to the extent of 10% for individual items subject to a financial implication of maximum 5% over the estimated cost. If it exceeds the limit stated above, prior approval of competent authority is mandatory before making any payment.

ARRANGEMENT OF T&P MATERIALS

46. The contractor should at his own cost arrange necessary tools & plants and machineries etc. required for the efficient execution of work and must take into account its cost of conveyance, running charges etc. while quoting his single percentage rate for the whole work.

47. The contractor shall supply sample of all materials for testing and acceptance by the concerned Executive Engineer before their procurement for the work.

48. The coarse and fine aggregate shall satisfy the grade requirement as per the latest provision of relevant I.S. Code / I.R.C. code / M o R T & H specifications.

49. Number of tests as specified in I.R.C./ MORT&H / I.S.I specification required for the construction of roads /bridges / buildings or any other structural works will be conducted in any Govt. Test House / Departmental laboratories/reputed material testing laboratory as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection / transportation of samples /specimens etc. will be borne by the contractor. The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor.

- a. Besides, the firm / contractor shall install full-fledged field laboratory at work site for conducting required tests as per IRC / MoRT&H / ISI requirements at his own cost for providing sufficient opportunity for checking from time to time.
- b. It should be clearly understood that the lapping of the bars when necessary are to be made by welding or bolts nuts as directed by the Engineer-in-charge.
- c. Concrete cube test specimens 150mm × 150mm × 150mm in size (whether plain or reinforced concrete) for the testing shall be taken for each structural member by a representative of the contractor in the presence of a responsible officer of the rank not lower than that of an Assistant Engineer or Sub-

Divisional Officer. The contractor shall bear the cost so involved in testing. The test specimen of the concrete cube should be done in the Departmental Control and Research Laboratory at Cuttack or Bhubaneswar. Test should be carried out in accordance with the stipulation in Bridges code section-III.

50. SPECIAL CONDITIONS (PART OF THE CONTRACT)

- a) All materials before they are being used in the items of works as per this Schedule of Quantities and also the finished items of work where tests are applicable shall have to be tested through the Engineer-in-Charge of the respective wing at appropriate Laboratories according to the relevant I.S. specifications of the materials and the said items of works and the cost of all such tests shall have to be borne by the contractor and the rates of the items of works should be inclusive of cost of such tests.
- b) The tests have to be planned and carried out such that the progress of work is not hampered.
- c) The tests are mandatory as per the prescribed frequencies and I.S. specifications. However, these are not exhaustive and the Engineer-in-Charge has the right to prescribe other required test if any as will be considered from time to time.

51. The K.B. bricks should be well burnt and of good qualities. The bricks should be approved by the Engineer-in-Charge before its use in the work and should conform to the minimum strength as per National Building Code. vol

52. All reinforced cement concrete work should conform to Odisha Detailed Standard specifications, IRC Code and Bridge code section I, II, III, IV and VII & latest design criteria for pre-stressed concrete bridges specifically for road and bridges issued by MORT & H, Govt. of India.

53. All reinforced cement should conform to Odisha Detailed Standard specification, and should be of proportion 1:2:4 or 1:1 ½:3 having a minimum compressive strength (in work test) 150Kg /200Kg Per Cm² in 15cm cubes at 28 days, after mixing and test conducted in accordance with IS 450 and IS 516 using 12mm size hard black crusher broken granite chips (20mm size not be exceed 25%)

54. All reinforced cement concrete works should be finished smooth. If plastering to any RCC structures like roof slab, columns, chajjas, fins, parapets, shelves etc. will be necessary because of poor workmanship on the part of the contractor, then the extra cost for that will not be paid to the contractor.

55. Cement Concrete should be machine mixed by weight by means of concrete mixture/ batching plant unless otherwise ordered in writing by the Executive Engineer, confirming to relevant grade and approved by the Engineer-in-Charge for all type of concrete works. The contractor should arrange his own concrete mixer, vibrator, pumps etc, for this purpose at his own cost. Departmental machinery may be utilised on payment of necessary hire charges as detailed in clause of recovery sheet if only requisitioned by the contractor.

56. Each Cement bag to be used in the work must weigh 50(fifty) Kg net and the Engineer-in-charge or his authorised representative shall have the right to test the weight & quality of cement from time to time.

57. The stack of road metal and gravel will be made in boxes of 1.5m × 1.5 M × 0.5M size and which will be measured as 1.5m × 1.5M × 0.44M i.e. 1 Cum. The soling stones will be suitably stacked & measured after deduction of voids @ 1/6 of volume or more depending upon the looseness of stacking, which would be determined on actual observation.

58. Measurement of earth work in road embankment will be done through section measurement after the earth is consolidated by rolling with hand or power road roller or sheep foot roller at optimum moisture condition and no extra payment will be made for the jungle clearance for taking earth from the borrow areas. Earthwork from cutting will be economically utilised in filling.

59. Any defects, shrinkage or other faults due to use of improper materials or workmanship etc. noticed within 8 (Eight) months from the completion of the work, are to be rectified and made good by the contractor at his own cost unless the Engineer records reasons & decides that they ought to be paid. Department may recover from the contractor the cost of making good the defects in work. The contractor is also required to maintain the building for 8 (Eight) months from the date of successful completion of the work.

60. i) The contractor shall have no claim what so ever for the extra quantity of work to be executed in view of above possible changes and payments is to be made as per clause 11 of the P1 contract.
- ii) Over and above these conditions, the terms and condition, rules and regulations and specifications as laid down in Odisha Detailed Standard Specification, Odisha PWD Code, Bridge code and MoRT&H specifications with latest revision amendment are also binding on the part of the contractor.

61. The safety certificate of the EI work will be furnished by the agencies after getting necessary verification from the electrical inspector/equally competent authority responsible for the work prior to Energisation of the building.

62. The depth of foundation indicated on the drawing are provisional but these may be altered if necessary in the light of the nature of strata encountered during soil test at field which must be taken in advance of actual execution of the foundation.

63. Wherever dewatering is imperatively necessary, the term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation of water. The contractor has to do dewatering by bailing out water from the foundation, pipe line trenches, septic tank / soak pits / sumps / manhole etc. either rain water or sub soil water if necessary within his quoted percentage rate.

64. No claim for carriage of water what-so-ever will be entertained.

65. Steel shuttering & centring along with suitable sheeting as required shall be used and these must be made leak-proof and water-tight

66. The Department will have the right to inspect the scaffolding, centring and shuttering made for the work and can reject partly or fully such structures if found defective and inadequate in their opinion.

67. It is the sole responsibility of the contractor to procure and store explosives required for blasting operation at his own risk. Department may render necessary possible help for procuring license only.

68. **DELETED**

69. The contractor shall make requisition for Claim Book from the department from the date of commencement of the work and shall maintain in proper P.W.D. form with pages serially numbered in order to record items of works, which are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorised agents and at the end of each month, a certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days of each month for orders of the Engineer-in-Charge or competent authority. Claims not made in this manner in the claim book from the date of commencement of the work, are liable to be dishonoured. The claim book is the property of the P.W.D./OPTCL and shall be surrendered by the contractor to the Engineer-in-charge after completion of the work or before recession of the contract by the Department whichever is earlier for record.

70. It should be understood clearly that no claim what-so-ever will be entertained for executing extra items of works or extra quantity of any item in the agreement unless written order is obtained from the Engineer-in-charge and rate settled before the extra items of work or extra quantity of any items of work is taken up.

71. Odisha Bridge & Construction Corporation Ltd. will be allowed price preference up to 3% over the lowest quotation or tender as laid down in works and Transport Department Resolution No-285 date-17.04.1974. The Odisha Construction Corporation will be allowed a price preference to the extent of up to 3% over the lowest tender amount (where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.

72. In view of the modifications effected by the competent authority in Government from time to time, the following addendums to the existing conditions of **F₂** contract are accommodated as follows in the present **P₁** contract.

Clause-2(a) of P1 Contract:-TIME CONTROL:-

2.1. Progress of work and Re-scheduling programme.

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

2.1.2. Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge a work Programme for approval commensurate **to Clause no. 2.1.3** showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.

2.1.3. To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, 1/4th of the whole time allowed under the contract has elapsed, ½ of the whole of the work before ½ of the whole time allowed under the contract has elapsed, 3/4th of the whole of the work before 3/4th of the whole time allowed under the contract has elapsed.

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

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

Extension of the Completion Date

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

2.1.7. As soon as possible after the Agreement is executed, the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract

documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.

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

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

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

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

2.2. Compensation for Delay.

2.2.1. If the contractor fails to maintain the required progress in terms of clause 2 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the **Executive Engineer, Civil Works Division** (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause 2 or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified. Compensation @ 1.5% per month of for delay of work, delay to be completed on per Day basis.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work or to the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in contract data, or the rescheduled milestone(s) in terms of Clause 2.5, the amount

shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However no interest whatsoever shall be payable on such withheld amount.

2.3. Management Meetings.

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

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

Clause-2 (b) of Percentage Rate P1 Agreement:- Rescission of Contract (Amendment as per letter No.10639 dated, 27.05.2005 of Works Department, Odisha) :-

To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence), 20% of the value of left over work will be realised from the contractor as penalty.

73. BONOUS FOR EARLY COMPLETION: - DELETED

74. RESERVATIONS OF THE TENDER INVITING AUTHORITY

75. If any bonafide mistake or omission in the wording & description of any clause in DTCN is left unnoticed & inadvertently & the same is detected after sale of the bid document, then the Tender inviting authority i.e. the Executive Engineer, Civil Works Division, OPTCL, Bhubaneswar reserves every right to correct that and all purchasers will abide by that correction as per Clauses-6 to 8.

76. Similarly, if any bonafied arithmetical error or mistake / omission in wording of any item or Unit of item etc. is left in the Bill of Quantity (Price Bid) unnoticeably & inadvertently & the same is detected after sale of the bid document, then the Tender inviting authority i.e. the Executive Engineer, Civil Works Division, OPTCL, Bhubaneswar reserves every right to correct that and all purchasers will abide by that correction as per Clauses-6 to 8.

77. (i) In case of doubt / confusion / ambiguity on any score regarding qualification or disqualification of any bidder for the bid and which is not specifically covered in the above clauses of the DTCN, then the decision of the authority inviting the tender i.e. **The Executive Engineer, Civil Works Division, OPTCL, Bhubaneswar** will be final & binding to all concerned for all purposes. Similarly, after the drawl of the agreement with the contractor, in case of any controversy during execution of the work, then the decision by the Engineer-in-charge of the work i.e. the Executive Engineer within his limitations / power, will be final & abiding to the contractor, if not categorically specified in the clauses of DTCN or Agreement.

78. In case of ambiguity between clauses of this **DTCN** and the **P1** contract form, the relevant clauses of the P1 contract form shall prevail over the DTCN. The clauses not covered under P1 contract form shall be governed by the clauses of the DTCN.

79. That, for the purpose of determining the jurisdiction in the event of any dispute in the contract, it would be deemed to have been entered in to within the State of Odisha and it is agreed that neither party to the contract will be competent to bring a suit with regard to the matter by this contract at any place outside the State of Odisha.

80. Outright rejection criteria for the tender: The bid will be cancelled if

1. The bidder did not verify original documents
2. Not furnish financial instrument like TC, EMD, APS(if required).EMD Exemption holders to be produce document as per NIT clause-11,otherwise bid will be rejected.
3. Not furnish required regd. Certificate, PAN, GST certificate,,EPF & ESI Registration Certificate

TECHNICAL SPECIFICATION OF CIVIL PORTION OF WORK

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

1.	Cement	Will be as per I.S. 269/255 (However the grade of cement to be selected by the Engineer-in-Charge of work and complex cube test before commencement of work in each batch).
2.	Steel	I.S. 432 (Plain) and 1785 (Tor)
3.	Vibrator	I.S. 7246
4.	Aggregate	I.S. 383, I.S. 515
5.	Water for mixing and curing	Shall be clean, free from injurious amount of oil, salt, acid, vegetable materials and other substances and harmful to concrete in conformity to I.S. 456 and I.S. 2025.
6.	Sand / Fine Aggregate	I.S. 2116, 383
7.	Binding wire	I.S. 280 (galvanised minimum 1 mm)
8.	Rain water pipe	I.S. 2527
9.	Construction joints	I.S. 3414
10.	Steel Window Frame	I.S. 1038/83
11.	Steel Door Frame	I.S. 4351/75
12.	PH Items	Jaquar,Plaza,Parryware,Oriplast,
13.	Fitting & Fixtures for journey works	Conforming to I.S. 7452/82 strictly conform to I.S. specification and as per direction of Engineer-in-Charge.

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

ITEM OF WORK

1. Concrete shall be with conformity to I.S.456.
2. Foundation shall be with conformity to I.S.1080.
3. Stone masonry (R.R.) shall be with conformity to I.S.1597 (Part-I)
4. C.R. Masonry shall be with conformity to I.S.1597.
5. Brick masonry shall be with conformity to I.S.2212.
6. Cement plastering shall be with conformity to I.S.9103 & 6925.
7. Mortar shall be with conformity to I.S.2250
8. White and colour washing shall be with conformity to I.S.6278.
9. CC in foundation shall be with conformity to I.S.2571.
10. Anti-Termite Treatment shall be with conformity to I.S.6813. (Part – I & Part – II)

11. Painting to all surfaces shall be with conformity to I.S.2395 (Part – I & Part – II)
12. DPC shall be with conformity to I.S.3067
13. Tar felt treatment shall be with conformity to I.S.1346
14. Mosaic flooring with conformity to I.S.2114
15. Steel painting shall be with conformity to I.S.1477 (Part – I & Part – II) I.S.1661

GENERAL CONDITIONS

1. Drawings & Specifications

The Contractor, after the award of the contract and on signing the agreement shall be furnished free of cost two copies of each of the drawings specifications, descriptive schedules and other details necessary for execution of the work. All further drawings and details as may be prepared by the department from time to time for reasonable development of the work described in the contract documents and reasonably necessary to explain and amplify the contract drawings and to enable the contractor to execute and complete the work shall also be supplied in duplicate to contractor free of cost.

Any further copies of such drawings, required by the contractor shall be paid for by him.

The contractor shall keep one copy of all the drawings specifications, price schedule of items and quantities at work site and the Engineer-in-charge or his authorised representative shall at all reasonable times have access to the same.

2. Contractor's Responsibility.

a) The contractor shall provide at his cost everything necessary for the proper execution of the works according to the intend and meaning of the drawings, schedule of items and quantities and specifications taken together, if the same is not particularly shown or described therein, provided that the same can reasonably be inferred there from, If the Contractor finds any discrepancy in the drawings or between the drawing and schedule of quantities and specifications, he shall immediately in writing refer the same to the Engineer-in-charge whose decision shall be final & binding.

b) Any work done at any time or even before receipt of such details shall be removed/replaced by the contractor without any expense to the department If the work is not in order and if so directed by the Engineer-in-charge error inconsistencies in drawings and local conditions affecting the works shall be brought to the notice of the Engineer-in-charge immediately for his decision.

All drawings, bill of quantities and specifications and copies therefore furnished by the department, are their property. They shall not be used on any other work and shall be returned to the Department on request on completion and before issue of final certificate or termination of the contract.

c) All materials and workmanship shall be of the respect kinds described in the specification. B.O.Q, contract and in accordance with the instruction of the Engineer-in-charge. The contractor must satisfy himself about the same while furnishing samples for approval of the Engineer-in-charge before incorporation in the works.

d) The Engineer-in-charge may from time to time cause at his discretion such tests on samples of materials or workmanship of all/any materials and work, as he may consider necessary at places of manufacture, fabrication, on the site or at such other places. The expenditure incurred for all such tests shall be borne by the contractor.

e) All approved samples are to be preserved by the contractor in a regular manner in the site office for inspection and verification of the Engineer-in-charge or his representative from time to time.

g) Alteration / Addition & Omissions

The Engineer-in-charge shall make any variation of the form, quality or quantity of the works or any part thereof that may be in his opinion be necessary and for that purpose or if for any, other reason it shall, in his opinion be desirable, he shall have power to order the Contractor to do so and the Contractor shall do any or allot followings: .

a) Increase or decrease the quantity of any work included in the contract.

- b) Omit any such work.
- c) Change the levels, lines, position and dimensions of any part of the works, and
- d) Execute additional works of any kind necessary for the completion of the work.
No such variation shall in any way radiate or invalidate the contract, but the value of all such variations shall be taken into account and shall be added to or deducted from the contract sum accordingly, but no such variation shall be made by the contractor without prior written instruction from the Engineer-in-charge.
- e) The Schedule of quantities/rates shall be deemed to have been prepared and included in accordance with the method of measurement of work set out and as per the relevant specifications or in its absence relevant I.S. code of practice.

Any error in the specification or in quantity or omission of any item from the schedule of quantities/rates shall not vitiate the contract, but be adjusted by adding to or deduction from the contract sum provided that no rectification of errors, if any, shall be allowed in the contract schedule of rates.

4. Valuation of variations

- a) All extra or additional work done or work omitted shall be valued at the rates and price set out in the prices schedule of quantities, and/or derived therefrom, if in arriving at the contract sum, the Contractor have added to or deducted from the total of the items in the tender any sum either as a percentage or proportion, then the same percentage or proportion shall apply to all items or works in the prices schedule as also for valuation of variation.
- b) If the contract does not contain any rate or price applicable to the extra or additional work, or the rate or price in the priced schedule of quantities has become inapplicable in the opinion of the Engineer-in-charge by virtue of such addition or omission, then suitable rates or price shall be agreed such rates shall be derived by analysis based on standard schedule of rates of State P.W.D. / P.H.D or in case such is not available therein, form any approved schedule with the various elements valued at local market price plus 15 (fifteen) percent towards over-heads.

5. The Offers are also to include

- a) To supply all materials, labour, supervision, services, supports, scaffoldings, approach road, construction equipments, tools and plants etc., as required for proper execution of all the items of the work as per drawing and specification.
- b) To provide all incidental items not shown or specified in particular, but reasonable or necessary for successful completion of the work in accordance with the drawings, specifications and schedule of quantities.
- c) Cleaning, Uprooting the stumps, vegetation and old masonry etc., met in the trenches and excavations.
- d) Providing shoring and shuttering to avoid sliding of the soils and removal of the same or completion.
- e) De-watering as required and directed.
- f) Excavation at all depths (Unless otherwise mentioned in schedule), stacking separately usable and disposal of surface earth and materials from site as directed.
- g) Curing of all concrete and cement works as per specification and direction,
- h) Centring, shuttering as required for all concrete work.
- i) Bending, binding, tying the grill & placing in position, including supply of all materials & labour etc.
- j) To provide water and power required for construction testing and commissioning,
- k) Testing of materials and works as per specification and direction

1) The Contractor will not claim anything in any shape from the Government if the work is curtailed or stopped at any stage for want of funds.

2) In the event of curtailment of allotment or parity of funds (letter of credit) want of revised A/A, change in structural design and drawing, if the scope of work reduced, contractor shall not claim compensation of any nature from Govt. of Odisha.

- 3) The Contractor shall record and submit the photograph of the work prior to repair and post repair, in shape of soft copy(CD) and Hard copy of reference and record prior to finalisation of work bills.
- 4) Stage pass method to be adopted. Payment shall be made after verification of stage pass report.
- 5) Maintenance of stretch being developed, diversion traffic management is responsibility of the contractor.
- 6) All quality control test both at site and laboratory should be conducted for the work as envisaged in MORT & H specification for Road & Bridge works (4th Revision) and results be recorded in the stage pass register both for the materials used and product.
- 7) The work programme of the contractor should be followed strictly during course of execution and progress received from time to time. This work shall be completed in all respects as per the project outlay without fail.
- 8) No extra expenditure will be allowed on any account pertaining to this work till its completion. Work is to be restricted to funds available.
- 9) The work is to be completed without cost overrun and time over run. Responsibility has to be fixed for delay in execution of the work and cost over run. In no case the work shall be spiel over to next year and it has to be completed by as the allotment for the work is valid up to
- 10) Govt. of Odisha, Works Department Letter No.FAR 2/05-(pt)24416 dt.24/12/05.

Clause No.2.1.4.

If at any time it should appear to the Engineer-in-charge that, the actual progress of the work does not confirm to the programme to which consent has been given, the contractor shall produce at the request of the Engineer-in-charge, a revised programme showing the modification to such programme necessary to ensure completion of the work within the time of completion. If the contractor does not submit an up-dated programme within this period, the Engineer-in-charge may withheld the amount of 1% of the contract value from the next payment certificate and continue to withheld this amount until the next payment after the date on which the over due programme has been submitted.

SPECIAL CONDITION

All the concrete works must be cast either in the presence of Asst. Engineer or Junior Engineer and all pre measurement must be made either in the presence of Asst. Engineer or Junior Engineer before casting of R.C.C. Works.

Approved

Sd/-

**The Executive Engineer,
Civil Works Division, OPTCL,BBSR**

UNDER TAKING

This is to certify that

1. I am neither been associated, directly or indirectly, with the Consultant or with any other entity that has prepared the design, specifications, and other documents for the Project nor has any person associated with been proposed as Project Manager for the Contract.
2. I am not related to any officer of OPTCL of the rank of Asst Manager or above.
3. I do under take that I have fully understood the terms condition as per the NIT and DTCN uploaded in the official website of OPTCL for the tender call notice published in the newspaper and abide by it.
4. All the documents submitted by me are correct and genuine.

Signature of the Tenderer.

Date:-