

**OFFICE OF THE SPECIAL OFFICER
HILL KHARIA & MANKIRDIA DEVELOPMENT AGENCY, JASHIPUR
PO-KHAIRIJASHIPUR, DIST- MAYURBHANJ, PIN-757091
(ST/SC DEVELOPMENT DEPARTMENT)
E-mail: hkmda.mbj@gmail.com**

TENDER CALL NOTICE

No. 1224 / HKMDA Dt. 16.02.2019

The Special Officer, HK&MDA, Jashipur invites sealed tender in conformity with detailed Tender Call Notice to be eventually drawn in percentage rate tenders Form from the eligible Registered Civil Contractors of P.W.D. (R&B) /Irrigation /R.W. Wing/ Railway/ C.P.W.D./ I.T.D.As./ Panchayat Samities as detailed below.

LIST OF WORKS

Sl. No.	Name of work	Amount put to tender Approximately	Cost of tender paper (Non-refundable in Rs.)	EMD required 1% of tender amount.	Time of Completion	Place of sale of tender paper and receive	Class of contractor eligible for apply.
1	2	3	4	5	6	7	8
1.	Construction of Producer Group Working Shed at Gudgudia village of Gudgudia GP under Jashipur Block.	Rs.24,89,853.49	Rs.6000/- (OGST 1% & CGST 1%) Rs.120/-	Rs.25,000/-	6 Calendar months	HK&MDA, Jashipur	"C" & "B" Class Contractor

- 1. Sale of Tender Paper:-** 16.02.2019 to 25.02.2019 from 11.00 am to 1.00 pm
- 2. Last Date of Receive of Tender Paper:-** 26.02.2019 from 10.00 a.m. to 1.00 Noon
(Register post/Speed post only)
- 3. Date of Opening of Tender paper:-** 27.02.2019 at 12.00 Noon at HKMDA, Jashipur.
- 4. The bid document/tender papers along with schedule of quantities, the set of terms & conditions & other necessary documents can be seen & availed from Mayurbhanj District official website www.mayurbhanj.nic.in.**
- 5. Terms:**

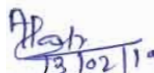
The EMD is to be deposited duly pledged in favour of Special Officer, Hill Kharia & Mankirdia Development Agency, Jashipur in shape of NSC/KVP/POTD/FD/BG/BD. The tender without required amount of EMD will not be considered and transfer and adjustment of EMD is also not permissible. The tender paper shall accompany attested copies of valid contract license, ITCC/GST Clearance. The tender shall be opened by the undersigned or by the authorized officer before the tenders or their authorized agents. Other particulars can be had from the above office during the office hours on any working days. If the office happens to be closed due to subsequent declaration as holiday in local authority in Govt. office on the last day of receipt of application / last date of sale and receipt of tender papers as specified above, then application will be received / tenders will be sold/ tender will be received and opened on immediate next working day at same specified time and venue respectively. The contractors have to furnish an affidavit about the authentication of tender documents. Submission of more than one tender paper by a bidder for a particular tender will be liable for rejection of all such tender papers.

H.K.
Special Officer
H.K. & M.D.A.
Jashipur

6. Condition:

If the tenderer quoted their rates less than the scheduled amount, they must have to submit the less amount i.e. quoted by the contractor and the approved Tender Scheduled amount in shape of Bank draft of any Nationalized Bank duly pledged in favour of Special Officer, HKMDA, Jashipur along with tender document.

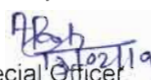
The authority reserves the right to reject any or all tenders without assigning any reason thereof.


13/02/19
Special Officer,
HKMDA, Jashipur.

Memo No. 1225 / Dt. 16.02.2019

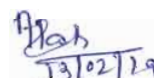
Copy submitted to the Director(ST)-Cum- Addl. Secretary to Government, ST & SC Development Department, Odisha, Bhubaneswar/ Programme Director, OPELIP, PMU, Bhubaneswar for favour of kind information.

Copy submitted to the Collector & District Magistrate, Mayurbhanj-Cum-Chairman, HK&MDA, Jashipur for kind information.


13/02/19
Special Officer,
HKMDA, Jashipur.

Memo No. 1226 / Dt. 16.02.2019

Copy submitted to the Addl. Project Director(Tech.), DRDA, Mayurbhanj, Baripada for information. He is requested to attend the office of the undersigned on dt.28.02.2019 at 12.00 Noon to participate in the tender opening for verification & scrutiny.


13/02/19
Special Officer,
HKMDA, Jashipur.

Memo No. 1227 / Dt. 16.02.2019

Copy submitted to the Project Administrator, ITDA, Karanjia/Rairangpur/ Project Director, DRDA, Mayurbhanj, Baripada/ Sub-Collector, Panchpir Karanjia/ Block Development Officer, Jashipur/ Karanjia/ Sukruli/ E.E. R & B, Baripada/ Executive Officer, NAC Karanjia/ E.E. MI Division, Jashipur/ RD, Baripada for information and with request to hang the Tender Call Notice in their office Notice Board for wide publication.

Copy to Asst. Executive Engineer, ITDA, Karanjia/ Junior Engineer, HKMDA, Jashipur/ Accountant, HK&MDA, Jashipur / Concerned Case Record/ Notice Board for information & necessary action.

Copy to District Informatics Officer, NIC Mayurbhanj for information and necessary action. He is requested to hoist the tender call Notice in the website from 16.02.2019 to 25.02.2019 up to 1.00 pm after that he is requested to delete same from the website.


13/02/19
Special Officer,
HKMDA, Jashipur.

Memo No. 1228 / Dt. 16.02.2019

Copy forwarded to the advertisement to the Manager "The Sambad" & "The Indian Express" with a request to publish this notice in their esteemed daily news paper for one day only in minimum front size in govt. rate I&PR Department, Odisha.


13/02/19
Special Officer,
HKMDA, Jashipur.

**DETAILED TENDER CALL NOTICE
TO
F-2 CONTRACT**

(TO BE ACCOMPANIED WITH TENDER)

**NAME OF WORK : "CONSTRUCTION OF PRODUCER
GROUP WORKING SHED AT GUDGUDIA VILLAGE OF
GUDGUDIA GP UNDER JASHIPUR.**

Alab.
16/2/19
**SPECIAL OFFICER,
HKMDA, JASHIPUR.**

SOLD TO

.....CONTRACTOR

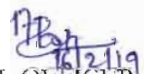
ON CASH PAYMENT OF RUPEES

VIDE RECEIPT NO. DATED

REGISTRATION OF LICENCE VALID UP TO

VIDE NO.

DATE OF

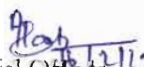

SPECIAL OFFICER
HKMDA, JASHIPUR.

**D E T A I L E D T E N D E R C A L L
N O T I C E**

Sealed tenders in prescribed proforma to be obtained from the office of the Hill Kharia & mankirdia Development Agency, Jashipur to be eventually drawn in P.W.D. percentage rate tenders will be received from the registered Contractors of P.W.D. / Water Resources Department / R.D. Department / P.H.D. wing of Govt. of Orissa & C.P.W.D. wing **up to 10.00 A.M. to 1.00 pm on 26.02.2019** by the Special Officer, HKMDA, JASHIPUR for the work **“CONSTRUCTION OF PRODUCER GROUP WORKING SHED AT GUDGUDIA VILLAGE OF GUDGUDIA GP UNDER JASHIPUR BLOCK”** which should be written on the envelope containing the tender and will be opened in presence of the tenderers or their authorized agents on 27.02.2019 at 01.00 pm in the office of the Special Officer, HKMDA, JASHIPUR.

2. The approximate estimated cost of the work put to tender is Rs. 24,89,853.49
3. The prescribed form along with other documents can be obtained from Office of the Special Officer, HKMDA, JASHIPUR in a CD @ Rs. 50/- per C.D. for each work to be brought by the intending tenderer during office hours, from **16.02.2019 to 25.02.2019 from 10.00 A.M. to 1.00 PM** Tenders will be received in sealed covers (the name of the tenderer and name of the work being noted on the cover) on **26.02.2019** in the office of the HKMDA, JASHIPUR from 10.00 A.M. to 1.00 PM. It should be noted that the Deptt. will not be responsible if the tender documents sent by intending Contractor through “Registered Post” do not reach the Tender receiving authority by the appointed date & time, even if tender documents were dispatched by the tenderer before the due date of receipt of Tenders.
4. The work is to be completed within 6 (six) months from the date of issue of the work order.
5. The plan specification and special condition for the work can be seen in the office of the Special Officer, HKMDA, JASHIPUR from **16.02.2019 to 25.02.2019 during working days.**
6. The authority reserve the right to reject any or all the tenders without assigning any reason thereof -
7. Each tender must take the form of a definite quotation of rate for each item of work to be included in the contract and tenders containing indefinite terms such as the estimated schedule rates or at percentage basis will not be considered.
8. All rates should be for finished item of work unless or otherwise mentioned in the tender notice or schedule of quantities.

Contractor


Special Officer
HKMDA, JASHIPUR.

9. All taxes, tollage, fee, royalties etc. payable under the local rules including State Sales Tax & Income tax will be paid by the contractor. No extra payment will be made of during the period of execution any enhancement of taxes, tollage, fees or royalty etc. is effected by the Government or any other authority.
10. The contractor should abide by the Fair wage clauses introduced by the Government and shall not pay less than the Fair wages fixed by Government to the labourers engaged by him on the work.
11. The tender will not likely be considered unless the tenderer encloses a true copy of the Income Tax Clearance Certificate and Sale Tax Clearance Certificate along with his tender and original certificate is produced before the office of the Department at the time of opening the tender.
12. The contractor shall be liable to fully indemnify the Department for the payment of any compensation under workman's compensation act. VIII of 1923 on account of workers employed by the contractor and the full amount of compensation payable will be recovered from the contractor.
13. The right is reserved with the competent authority to make any increase or decreases in the quantity for Items of work mentioned in the schedule attached to the tender notice as may be considered necessary during actual execution of the work and such increase or decrease shall in no way invalidate the contract or rates. The contractor shall not be entitled to any compensation on this account except extension of time where considered necessary.
14. The tenders whose tender is accepted shall forth with upon written intimation of his tender make an initial security deposit within seven days of such intimation and sign the agreement. in P.W.D. percentage rate tenders for the due fulfillment of the contract in the OFFICE OF THE SPECIAL OFFICER, HKMDA, JASHIPUR. The security deposit together with the earnest money should be taken as security deposit for the fulfillment of the contract. Failure to entry into the required agreement or to deposit the security money within the stipulated period shall entail forfeiture of the earnest money. In case of fixed deposit holder the amount of earnest money as mentioned under para 3 will be recovered from the fixed deposit.
15. The earnest money of the unsuccessful tenderer will be refunded on application after the tender is finally decided.
16. The contractor shall have to furnish a certificate along with the tender to the effect that he is not related to any officer of the department of the rank of Assistant Engineer or above or any officer of the rank of Assistant Secretary or above.
17. The work may be split up and distributed among several contractors if considered necessary on emergent circumstances of the work and the contractors not entitled to any compensation on this account.

Contractor


Special Officer
HKMDA, JASHIPUR.

18. No. compensation for any damage done in rains or labourers made idle, floods, cyclone, public agitation, riot, labour strike or by any other natural calamity during the execution of work will be paid to the contractor and so the contractor should include all such' contingencies.
19. Letters found in the tender box intimating modification to the tender already submitted will not be considered.
20. The contractor shall make at his own cost housing accommodation, water supply, sanitary arrangements, medical aid for the workman engaged by him on the work.
21. The contractor shall make arrangements at his own cost at the work site for proper storage and safe custody of the materials used by him.
22. The tender which is not in the prescribed proforma and not strictly in accordance to the terms and conditions of this tender notice is liable for rejection.
23. The Work has to be carried out strictly in accordance with the Orissa P. W. D. detailed standard specifications. The tenderers shall have to abide by the P.W.D. code rules as introduced by Government of Orissa and amended from time to time.
24. As regards execution of extra items of work beside the tendered items or extra quantity of any item beside the schedule quantities, written order must be obtained from the Special Officer, HKMDA, JASHIPUR of the work before the work is taken up. Order from any officer below the rank of the Special Officer, HKMDA, JASHIPUR will not be considered payment for extra items will be made at the current schedule of rates and if such items are not covered up by the schedule of rates it will be paid on actual analysis approved by the competent authority.
25. The contractor is to supply necessary labours and materials for the purpose of giving and checking of alignment, layout and profiles, construction and maintenance of level pillars, bench mark etc. wherever required at his own cost. Accommodation for labours, supply of controlled commodities for imported labours is the contractor's responsibility. The Department may, at the request of the contractor write to the concerned authorities for obtaining permits for controlled commodities but no claim by the contractor will be entertained on this account what so ever. The rates quoted by the contractor should be inclusive of all these incidental terms.
26. Boulders and metal should be stacked with maximum compactness. A minimum of 1/6 and 12 1/2 respectively will be deducted as void. If in the opinion of the engineer in-charge the stack is not properly compacted he may deduct necessary percentage of void according to his judgment which shall be binding on the contractor without any objection.
27. Machineries such as Pumps, Concrete Mixer, Tractors, Sheep Foot Rollers, Crawler Tractor, Power Road Roller and Vibrators and other machineries as may be required for the work are to be arranged by the contractor at his own cost.

Contractor


Special Officer
HKMDA, JASHIPUR.

28. Rates should be written both in words and figures. In case of discrepancy in rates between words and figures the amount in words will prevail. The tender shall be written legible and free from erasures and over writings. Corrections where unavoidable should be made by scraping out, initialing, dating and rewriting. Any tender which is illegible or full of corrections is liable for rejection.
29. Every tenderer should before quoting his rates should inspect the site of work. He should also inspect the quarries and borrow areas from where he wants to obtain construction materials of required specification and satisfy himself about the lead involved and the rates quoted should include such lead.
30. After the work is completed, all surplus materials should be removed from the site of work and the vats platforms etc. should be dismantled and all materials and debris removed from the site at the cost of the contractor and premises left neat and clean. This should include in the rates of the contractor.
31. The contractor has to arrange for adequate lighting arrangement for night work whenever necessary at his own cost.
32. The contractor will have to submit to the Special Officer, HKMDA, JASHIPUR monthly, the return of labour both skilled and unskilled employed by him on the work.
33. No part of the contract shall be sublet without written approval of the Special Officer, HKMDA, JASHIPUR and in such event the contract may be rescinded or transfer be made by power of attorney authorising others to receive payment on the contractor's behalf.
34. If any further information is required the Special Officer will furnish the same but it must be clearly understood that the tenders must be received in order and according to instructions.
35. Tenderers are required to go through each clause of P.W.D. percentage rate tender carefully in addition to clause herein before mentioned before tendering.
36. The department 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.
37. Shuttering and centering shall be made with seasoned sal wood planks the concreting face of which shall be lined with M.S. Sheeting and made leakproof and water tight or alternatively shuttering can be entirely steel.
38. The contractor will arrange the permit from the Forest and Revenue Department for quarrying materials if necessary at his own cost.
39. The contractor will construct and maintain roads to quarries, borrow areas approach road within the project site and individual structure as is necessary for transport of materials and inspection of work at his own cost.

Contractor


15/12/19
Special Officer
HKMDA, JASHIPUR.


40. The contractor should also arrange at his own cost necessary tool and plants required for the efficient execution of work and rates quoted shall be inclusive of the hire running charges of such plant and cost of consumable etc.
41. Land for project will be acquired in due course. But no clam can be entertained in the event of non-availability of land. extension of time shall be given in lieu there of if considered necessary.
42. Dewatering of foundation will be done by the contractor at his own cost. No extra payment will be made for dewatering at any stage of the work.
43. All concrete should be machine mixed & mechanically vibrated except in small jobs while the Special Officer, HKMDA, JASHIPUR shall be competent to issue orders for hand mixing. No extra payment will be made on such account.
44. All 'A' class and special class contractor should furnish a list of work in hand in the following proforma. Without these information's, the tender is liable to be rejected.

WORK IN HAND

Name of work	Location	Total tender cost	App. Value of work done	Date of commencement of work.	Schedule date of completion of work.
1	2	3	4	5	6

45. If a contractor remove any Govt. materials or store supplied to him without permission of the Engineer-in-charge the site of work, he shall be in addition to any other liability Civil or criminal arising out of this contract be liable to pay penalty equivalent to five times of the cost of materials or stock according to stipulated rates. The penalty so imposed shall be recoverable at any time thereafter become due to the contractor from his security deposit or the proceeds of the sale thereof.
46. All haul roads required for this work will have to be made and maintained by the contractor at hisown risk and cost.
47. In case of any damage to Govt. property done due to negligence of the Contractor resulting in damaging or stoppage of work thereby the contractor shall be liable to be penalised to the extent of the assessed value of the damage.

Contractor


 Special Officer
 HKMDA, JASHIPUR.

48. The cost of shorting and shuttering whenever necessary will be borne by the contractor.
49. The cost of empty cement bags will be recovered from the Contractor @ Rs. 3.50/- per bag on the total No. of bags utilised in the work.
50. Under no circumstances, interest is chargeable for the dues or additional dues if any payable for the party.
51. The labour component of each items of tender for the work will be paid in terms instead of cash when authority i.e. Special Officer, HKMDA, JASHIPUR desires. The rate of rice will be as per price fixed by Govt. from time to time. No conveyance charges will be paid to the contractor and it is the lookout of the contractor to receive the rice from the store/place fixed by HKMDA, JASHIPUR.

SPECIAL CONDITIONS

1. The coffer dam either for impounding or diverting the flow of the nalla and any Channel that will be necessary for the purpose will be constructed and maintained by the contractor at his own cost. The channel will be filled up when required to proper specification by the contractor for which no extra payment will be made.
2. If at any time during construction of the work any blasting will be involved, the contractor will arrange at his own cost and take initiative for blasting materials, compressor jack, hammer etc. According to the required rules and precautions as required in connection with the use of explosive.
3. The carriage of departmental materials by the contractor should be made careful and without any damage to the materials. The department reserve the right to impact the truck during departmental materials at any place during the transit. If under any circumstances there is any loss or damage to the material during transit, cost of such loss or damaged materials will be recovered from the contract & at 5 times of the stock issue rate for the materials. The department Can Waive this penalty under special circumstance.
4. The contractor shall not remove any equipment for site while the same is in his custody If any part thereof is required to be sent out from site for repairs or otherwise the retain permission from Engineer-In-charge, should be taken.

Contractor


Special Officer
HKMDA, JASHIPUR.

5. Measurement of earth work for the embankment will be done by section. Initial levels will be taken at every 20ft grid or closer where necessary with reference to Bench mark (which should be kept at site till finalisation of contract) in presence of the contractor or his authorised agent and plotted. This will be signed by the contractor or his authorised agents as taken of acceptance. After completion of work in all respect final level and the final section will be superimposed on the initial level to calculate the difference in area. Average area between them will give the earth work payable to the contractor. This should not include the rock

portion and filters in the dam. No extra payment will be made for a foundation settlement that might have occurred by the time of final measurements.

6. For the purpose of putting the revetments on the slope of the dam and loss portion slope is to be trimmed. This is to be done by the contractor with out any extra payment.
7. Jungle clearance and stripping the borrow area is to be done by the contractor without any extra payment, at his own cost.
8. All leads and lifts includes the distance both vertical and horizontal from the approved sources to the point of placement to obtain the finished Work.
9. The work done by the contractor will be maintained by him at his own cost till final taking over the Department.
10. Work to be done in conformity with the specification and drawing enclosed.
11. All kinds of soil means, items 1 to 5 of schedule of rate i.e. at page 21-V of earthwork.
12. The detail call notice, special conditions, specifications and drawings will from a part of the agreement.
13. After the work order is issued, the contractor will have to make all arrangements for satisfactory progress of the work within 15 days of the issue of work orders. No. payments will be made for any work done till arrangement made and progress achieved are found satisfactory during the month. If the contractor fails to progress satisfactory within three months his contract will be rescinded with full penalty.

Contractor


Special Officer
HKMDA, JASHIPUR.

14. Stones to be excavated is to be measured in solid normally BUT IF THE SITE

CONDITION DO NOT PERMIT SOLID MEASUREMENT BY SECTIONS as assessed by the Engineer-in-charge due to mixture of various rocks in the particular location stack measurement will be taken to recourse at the direction of the Engineer-in-charge. From the stacks so measured deductions is to be made for voids at 40% to arrive at solid measurements.

If the tenderer gives any adverse conditions the tender will be rejected.

A part of the work or item of work may be abandoned according to the availability of fund and no claim to that effect will be entertained any time.

Contractor


Special Officer
HKMDA, JASHIPUR.

**IN ADDITION TO THE ORISSA STANDARD SPECIFICATIONS,
THE FOLLOWING SPECIFICATIONS ARE FURTHER ADDED TO**

SPECIFICATION FOR CONSTRUCTION OF EARTH DAM.

1. GENERAL :

The construction of the earth dam shall be carried out according to these specifications. drawings and authorised deviations issued hereafter. The preliminary operations for laying out, dug belling, fixing pegs, giving profiles and line mark etc. prior to and during construction will be done by technical staff but the necessary materials such as pegs, spikes, lime bamboo's, sign posts and sign boards etc. and the labourers required for such preliminary operations shall be supplied by the contractor.

2. CLEARING WORK AREAS :

The area to be occupied by the dam and a 10ft. wide strip on either side measured beyond and continuous to the limit lines of the former shall be cleared of all trees, fencing, stumps, bush and other growth or encumbrances. All roots more than one inch in diameter shall be removed from the area. All bush and trees shall be removed from the work vicinity and burnt or otherwise disposed of to the satisfaction of the Engineer-in-charge. All mole hills are to be dug out till the queen ants are obtained and the same is back filled with earth at O.M.C. as per point 7. Payment will be made on basis of area so cleared.

3. STRIPPING:

All vegetation, perishable material and any other objectionable shall be stripped and removed from the base of the dam including 10 feet wide strip beyond and continuous to the seat of dam on either side, if any dewatering will be necessary for base & tripping, the same should be done by engaging pumps by the contractor. The stripped material will be disposed off and dumped in a special bank in such places which will not interfere in construction and functioning of projects or as directed by Engineer-in-charge.

4. PREPARATION OF EMBANKMENT BASE :

The base of the dam shall be ploughed to a depth of about 4 inch in a direction parallel to the one of embankment at close interval or there wise picked and roughened to provide a satisfactory bond with the new embankment materials. All steep slopes shall be stepped. Loose boulders are to be removed. Firm rocks are to be roughened covered with clay slurry. Each is to be put" layers at optimum moisture contents and compacted manually by ramming or by other compaction units mechanically till a level surface is obtained.

Contractor


16/2/19
Special Officer
HKMDA, JASHIPUR.

5. EXCAVATION OF CUT OFF TRENCH:

The cut off trench shall be excavated along the base of the dam as show in the drawing. The depth of the trench any be suitably varied if found necessary by the Engineer-in-charge according to site condition and must be take at least 2-0" in the impervious strata. Accurate trimming of the slopes of excavation is not required. The area to be excavated shall be dewatered. The water level shall be maintained below the level of excavation the water level shall be maintained below the level of excavation and re-excavation shall be performed in standing water. If for the purpose of maintaining the section of cut off trench centering and shuttering will be found necessary the same will be done by the contractor. The materials excavated from the cut off trench will be utilised in construction if found suitable or otherwise disposed off directed by the Engineer-in-charge.


6. BORROW AREA GENERAL :

All materials required for construction of earth fill will be obtained from areas marked for the purpose by the Engineer-in-charge. No borrow pit should be opened within ten times the depth of retention of water at any section of embankments from the toe and heal of the dam. The bottom of the borrow pit in no case should be below the 4:1 gradient line drawn from the toe of the dam. The operations in excavations of materials in borrow pits shall be such as will result in an acceptable gradation of the materials when compacted. The Engineer-in-charge will design the depth and place of excavation for all parts of the borrow pits necessary for obtaining the desired gradation of materials. Borrow pits shall be finished as directed by the Office-in-charge.

6.1 CLEARING AND STRIPPING BORROW AREA:

All areas required for borrow pits for selected materials shall be cleared of all trees and stumps and all roots and other objectionable material shall be completely removed. Particular care shall be taken so that all organic matter is excluded from materials which is to be placed in the embankment. All such materials shall be disposed off to the satisfaction of the Engineer-in-charge. The cleared area shall be maintained free of vegetable growth during the progress of the work. The sites of borrow pits for selected materials shall be carefully stripped of top soil, sod, loam and other objectionable matter. If materials unsuitable or not required for embankment purpose are found borrow pits, such material shall be left in place or excavated and wasted as directed. No payment will be made for clearing and stripping the borrow area.

Contractor


Special Officer
HKMDA, JASHIPUR.

8.2 SPREADING :

Sections for different layers will be marked by the department by pegs and flags.

After the fill is dumped at predetermined place it will be spread 1'.6" beyond limits of the desired sections to uniform layers of not more than 9" thickness so that the thickness of the compacted layer will be within 6".

8.3 COMPACTION :

Unless the foundation surface already contains the optimum amount of moisture the surface should be liberally moistened before the first layer placed so that when the roller goes over this first layer, it will force the new materials down into the old and level undividing plans. For this purpose smooth cracked layers of old work is to be scarified and moistened before receiving further earth. The full thickness of each subsequent layer shall be uniform by moistened to bring filled moisture to about 2% proctor O.M.C. to secure maximum density in the compacted fill with reasonable number of passes of the roller. If the water content of the fill at the time of placing is more than that required for attaining optimum density, it should be allowed to dry up after each layer is compacted test samples of each layer will be taken and tested to ascertain whether the designed results have been obtained and field dry density is found 98% of the standard proctor maximum dry density. The next layer will be placed only when the compaction is found to be satisfactory by the Engineer-in-charge. The cut off trench in the foundation will be filled and compacted in the same way as the main body of the dam. In case of the whole length of embankments is not constructed simultaneously the incomplete ends of embankments shall be placed at a slope not steeper than 1 in 5 to permit satisfactory bonding with the portion of embankment which is constructed later. If dewatering of the cut-off trench will be necessary, the same will be done special precaution is to be taken at the joint of masonry or rock with earth dam as per para 4. About 1'.6" extra earth is to be dumped on either side for roller to work properly to bring out adequate density in slope and this extra to be cut and used overburden. No extra payment will be made for this and for removal of roots or other undesirable materials in the soil.

8.4 DRESSINGSLOPES :

The outside slopes of the dam shall be dressed to lines as the placing of fill progress is so that the slopes will not show any humps and hollows varying more than 3" in 10ft. in any direction; Slope shall be maintained until final completion and acceptance. Any materials lost by watering shall be replaced and compacted.

Contractor


Special Officer
HKMDA, JASHIPUR.

8.5 TURFING :

The down stream slope is to be turfed above rock toe as shown in the drawing, where should are available, this should be cut from a dense growth of grass, the soil being heavy enough to withstand handling and shall be laid fresh. A strip sod not less than 3" deep and 9" wide should be placed first and the subsequent trips should be so placed that the joints of sods down the slopes should be staggered. If sods are not available to meet the requirements, seeds of approved variety may be planted with proper approval of the Engineer-in-charge and if necessary fertilisers should be used. In case of plantation of seeds payment will be, made only after the turff is grown to the satisfaction of the Engineer-in-charge.

9. GRADED FILTER UNDERNEATH RIPRAP AND ON ROCK TOE:

Graded filter are proposed underneath the riprap on the upstream slope of the demand on the upstream slope of the down stream rock separating it from the earth fill and below the rock toe as indicated on the drawing.

9.1 PLACING OF FILTER:

Before placing the fitter, the underlying slops shall be trimmed neatly to be graded as motioned in para 7-4. Each layer of filter shall be uniform in thickness. The gradation should be as per the approval of the Engineer-in-charge. The contractor is responsible for protecting the filter from being mixed up with the materials of the fill of embankment during construction. Each layer shall be well watered and compacted. Material from one layer to the shall not be allowed to mix. After completion of the filter blanket, earth fill material shall be placed in 4 inch layers and tamped by hand at optimum moisture. After material has been placed to a depth of 2' .0" with hand compaction further layer of earth fill shall be placed in accordance with provision for rolling.

9.2 MATERIALS:

The thickness specified shall be measured normal to the slope. The filter materials shall be clean, sound, well graded sand and gravel. No articles of decomposed rock, debris wood, vegetable matter or other deleterious materials shall be permitted. The filter may be put in 6" layers when the thickness exceeds 9". If directed by the Engineer-in-charge in which case the fine layer of the filter shall be placed adjacent to the materials to be protected, the coarsest layer of filter shall be placed adjacent to the riprap or rock fill.

10. WEATHER CONDITION:

Embankment material shall be placed only when the weather conditions are satisfactory to permit accurate control of the moisture content in the embankment materials. During that part of the construction period when the top surface of embankment may be subject to rainfall causing cessation of work. The work will only be resumed when the surface is properly dry.

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11. MOISTURE CONTROL:

Prior to and during the compacting operations, the materials in each layer of the earth fill shall have optimum practicable moisture content required for compaction purpose uniformly distributed through the layer. This moisture content shall be approximately 2 or 3 percent less than the optimum moisture content determined by a Proctor compaction that as determined by the laboratory or as determined by an embankment test section Laboratory investigation may impose some restrictions on the upper and lower limits of the practicable moisture content on the basis of studies of consolidation and more in the embankment. Here in after the term range of optimum practicable moisture content shall refer to values as described above. Moisture control shall be strictly adhered to. Tests shall be made to ensure that the material has the proper moisture content. if additional moisture is required it shall be added by sprinkling before rolling of the layer. If the moisture content is greater than required material shall be spread and allowed to dry before starting rolling.

The moisture content shall be relatively uniform through out the layer of material and plopping disking harrowing or other mixing may be required to certain uniform distribution. If moisture content, if it is not uniformly distributed throughout the layer, rolling and adding of further layers shall be stopped and shall be started again only when the above conditions are satisfied.

12. TAMPING:

If those places of the structure inaccessible to the specified rolling equipment around and in proximity to structures where the rolling equipment will not be permitted to operate compaction shall be accomplished by numeric or mechanical tampers of approved type. Roller will be permitted to operate within 5 feet of concrete structures and all fill within this distance shall be tapped as mentioned above.

All materials to be tempted shall be spread in layers not over 4 inches thick when loose. The moisture content of toe material and the amount of tamping shall be such as to produce a degree of compaction equality to that specified for roller fail. Special care shall be exercised to obtain a good contract and bond with surface of concrete structures.

13. RIPRAP:

The upstream face of the dam will be protected by hand packed riprap laid over toe graded filter. The thickness of the riprap will be uniform as shown in the drawing. It should consist of broken rock fragment, hard, durable and best quality available in the vicinity on the work. The places shall not be more than 1/4 cubic yard and less than 4" in volume. No stone shall have any dimension less than 4'.

Contractor

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A tolerance of 2 to 3 inches in the thickness of riprap may be permitted. The stones shall be placed with the broadest base down and face normal to the slope. Rock fragments and spells shall be tightly given into the interstices to wedge the riprap in place and close direct opening to the under laying slope. The finished riprap shall present- a reasonably smooth and uniform surface free of loose stones. Selected long stone placed as shown an drawings will serve as wave breakers. The Engineer-in-charge will direct their placing and the size will be 48 per his approval.


14. PLACING ROCK FILL ON UPSTREAM AND DOWNSTREAM TOE OF EMBANKMENT

The rock fill shall be placed i horizontal layers not exceeding 3 ft. in thickness. The materials need not to be hand placed or especially compacted, but shall be dumped and roughly leveled in a manner satisfactory to the Engineer-in-charge as to maintain a reasonably uniform surface and ensure that the completed fill will be stable and that there will be no large unfilled space within the fill.

Payment for the rip rap, rock toe and pitching will be made at the price bid in schedule. The unit price will include the entire cost of stripping the developing the rock sources. Excavation, loading, transporting stock pilling if required and placing the materials to designed sections and all other operations necessary.

15. All haul roads required for collection of supply of materials by the contractor in connections with the work will be constructed and maintained by him. No payment will be made further.

Contractor


16/12/19
Special Officer
HKMDA, JASHIPUR.

ORISSA PUBLIC WORKS DEPARTMENT

[Form F-2]

ITEM RATE TENDER AND CONTRACT FOR WORKS


GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS.

1. All works proposed for execution by contract will be notified in a form of Invitation to tender pasted on a board hung up in the office of and signed by the Special Officer, HKMDA, JASHIPUR.

This notice will state the works to be carried out, the items and approximate quantities thereof as well as the date for submitting and opening tenders also the amount of earnest money to be deposited and the amount of the security deposit to be deposited by the successful tenderer and the percentage if any, to be deducted from bills. Copies of the specification, designs and drawings and any other documents required in connection with the submission of tender signed for the purpose of identification by the Special Officer, HK&MDA, Jashipur shall also be open for inspection by the contractor at the office of the Special Officer, HKMDA, JASHIPUR during office hours.

2. In the event of the tender being submitted by a firm it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorising him to do so.
3. Receipts for payments made on account of work, when executed by a firm, must also be signed by the several partners, except, where the contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the usual printed form stating at what rate he is willing to undertake each item of the work. Incomplete tender and tenders which propose any alteration in the work specified in the said form of invitation to tender, or which contain any other conditions of any sort, or omit to note the time within which the work can be finished, or which are not accompanied by the required earnest money will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more work shall submit a separate tender for each. Tender shall bear the name of the work to which they refer written outside the envelope.
5. The Special Officer, HKMDA, JASHIPUR or his duty a authorised assistant will open the tenders in the presence of any intending contractors who may be present at the time and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being rejected the challan for the earnest money forwarded there with shall thereupon be returned to the tenderer with a pay order for the amount of the earnest money.

Contractor


Special Officer
HKMDA, JASHIPUR.

6. The Special Officer, HKMDA, JASHIPUR shall have the right of rejecting all or any of the tenders.
7. In the event of a tender being selected for acceptance the Special Officer, HKMDA, JASHIPUR who opened the tenders will, if he is competent to accept the tender, inform the tenderer of the selected tender who shall thereupon sign copies of the specification and other document mentioned in rules 1 and 4 for the purpose of identification and for his acceptance with the tender. The tenderer of the selected tender shall also deposit the required account of the security money within the prescribed time. If the tenderer fails to deposit the required amount of the security money within the prescribed time, the Special Officer, HKMDA, JASHIPUR may reject the tender


If the Special Officer, HKMDA, JASHIPUR is not competent to accept the tenders himself, he will inform the tenderer of the tender which he decides to recommend for acceptance. Such tender shall thereupon sign forthwith copies of the specification and other documents mentioned in rules 1 and 4 and shall deposit the required amount of the security money within the proscribed time. The tenderer with the specification and other documents signed by the tenderer will then be forwarded for acceptance to the authority who is competent to accept the same. If the said authority rejects the tender the security money deposited shall be refunded to the tenderers.

8. When a tender is selected for acceptance the tenderer shall deposit the required amount of the security money in cash to the Special Officer, HKMDA, JASHIPUR. Government securities may be endorsed to the Special Officer, LDA in lieu of a cash deposit of the required amount of the security money. No tender shall be finally accepted until the required amount of the security money has been deposited.
9. The amount of security money to be deposited by the tenderer whose tender is selected for acceptance shall be 10 per cent of the estimated value of the work and towards this amount the earnest money already deposited by him shall be credited. At least half this security inclusive of the earnest money, shall be deposited by the tenderer within such time as may be notified to him in writing by the officer opening the tender failing which tender shall be liable to rejection.

Any balance of the security money but standing after completion of the contract with the tenderer may be made up by deductions of 5 per cent of the amount of each payment to be dace to him under clause 7 of the conditions of contract for work done under the contract.

10. When tender has been selected for acceptance and the required amount of the security money has been deposited the Special Officer, LDA shall scrutinise all pages of the form of Item, Rate, Tender and Contract for works to see that the form has been properly filled up and signed by the contractor and the signature witnessed. He shall then, if he is competent to accept the tender, sign the acceptance of the tender or if he is not so competent, shall send the form for signature of the acceptance to the officer competent to accept it.

Contractor


Special Officer
HKMDA, JASHIPUR.

TENDER FOR WORKS:

I/We hereby tender for the execution for the Governor of Orissa of the work specified in the under written memorandum at the rates specified there in within a period of of years months from the date of written order to commence and in accordance in all respects with the specifications, designs, drawings and other document referred to in rule I hereof and subject to the conditions of contract and with such materials are provided for by, and in all other respects in accordance with such conditions so far as applicable.

MEMORANDUM

- (a) If several sub-works are included they should be detailed in a separate list.
- (b) This deposit will be 5% of the estimated cost of the work.
- (c) This percentage deduction from bills will be credited to the contractor's security deposit
- a) Name of Work
- b) Estimated Cost:..... Rs.
- c) Earnest Money : Rs.
- d) Initial security deposit (including earnest money) to be deposited before the commencement of the work Rs.
- e) Percentage to be deducted from bills Rs. 5% (Rupees five per cent)
- f) Time required for the work from date of written order to commence Months
- g) Date of written order to commence.
- h) Total number of work tendered for


Special Officer,
HKMDA, JASHIPUR.

CONDITIONS OF CONTRACT

Clause 1 : All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by, the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due or may become due to the contractor by Government on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by, sale of the security deposit or any part thereof.

Compensation for delay .The work should not be considered finished until such date as the Engineer-in-charge shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by the Engineer -in-charge of his authorized agent are fully compelled with by the contractor to the Engineer-fin-charge.

Clause 2 : 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 the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to 1/2 per cent 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. And further, to ensure good progress during the execution of the work the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month; to complete one fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed one half of the work, before one half of such time has elapsed, and three-fourths of the work, before three-fourths of such time has elapsed, in the events of the contractor falling to comply with the condition, he shall be liable to pay as compensation an amount equal to one-third per cent on the said estimated cost of the whole work for every day that the due quantity of work remain 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.

Action when whole security deposit is forfeited.

Clause 3 : In any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit in the hands of Government (whether paid in one sum or deducted by installments) the Special Officer, HKMDA, JASHIPUR on behalf of the Governor of Orissa, shall have power to adopt any of the following courses, as he may deem best suited to the interest of Government : -

Contractor


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Special Officer, HKMDA, JASHIPUR.

(a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Special Officer, HKMDA, JASHIPUR shall be conclusive evidence) and in which case, the security deposit of the contractor shall stand to forfeited and be absolutely at the disposal of Government.

(b) To employ labour paid by the Department and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the material (of the amount of which cost and price certificate of the Special Officer, HKMDA, JASHIPUR 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 Special Officer, HKMDA, JASHIPUR as to the value of the work done shall be final and conclusive against the contractor.

(c) 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 Special Officer, HKMDA, JASHIPUR shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Government under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the Special Officer, HKMDA, JASHIPUR the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to, to 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 therefore actually performed under this contract, unless and until the Special Officer, HKMDA, JASHIPUR 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.

(d) Security deposit of the Contractor shall be refunded only six months after the date of completion of the work provided the final bill has been paid and defects, if any rectified or after the Department audit by the staffs of S.T. & S.C. Dev. Department shall over which over is later.

(e) 
Special Officer, HKMDA, JASHIPUR.

Contractor

Contractor may lable pay
Compensation if action not
taken under clause.

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

Extension of time.

Contractor

Clause 4 : In any case in which any of the powers, conferred upon the Special Officer, HKMDA, JASHIPUR 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 past and future compensation shall remain unaffected. In the event of the Special Officer, HKMDA, JASHIPUR putting in force the powers vested in him under the preceding clause he may, if he so desire, take possession of all or any tools, plants, materials and stores, in or upon the works, or the size thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in the account at the contract rates, or in case of these not being applicable, at current market rates to be certified by the Special Officer, HKMDA, JASHIPUR whose certificate thereof shall be final, otherwise the Special Officer, HKMDA, JASHIPUR may by notice in writing to the contractor or his clerk of the works, foreman or other authorised agent require him to remove such tools, plants, materials, or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Special Officer, HKMDA, JASHIPUR may remove them at the contractor's expense 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 Special Officer, HKMDA, JASHIPUR 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.

Clause 5 : 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 Special Officer, HKMDA, JASHIPUR within 30 days of the date of the hindrance on account of which he desired such extension as afore said and the Special Officer, HKMDA, JASHIPUR shall, if in his opinion (which shall be final) reasonable grounds be shown therefore, authorise such extension of time, if any as may in his opinion, be necessary or proper. The Special Officer, HKMDA, JASHIPUR shall at the same time inform the contractor whether he claims compensation for delay.


Special Officer, HKMDA, JASHIPUR

Final certificate.

Clause 6 : On completion of the work, the contractor shall be furnished with a certificate by the Special Officer, HKMDA, JASHIPUR of such completion, but no such certificate be given nor shall the work be considered to be \complete until the contractor shall have removed from the area of the premises (to be distantly marked by the Engineer-in-charge in the site plan) on which the work shall be executed all scaffolding, surplus materials, and rubbish, and cleared off the dirt from all woodwork, doors, windows, walls, floors or other parts of any building in, upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof nor until the work shall have been measured by technical officer of the other Line Department in accordance with the rules of the department whose measurements shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish, and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean off such dirt as aforesaid; and the contractor shall forthwith pay the amount of all expenses incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid, except for any sum actually realised by the sale thereof.

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

Clause 7 : 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 day from the presentation of the bill, if the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge or his subordinate shall measure up the said, work in the presence of the contractor whose countersignature to the measurement list will be sufficient warrant, and the Engineer-in-charge or his subordinate shall prepare a bill for such list which shall be binding on the contractor in all respects.

Provided that, if any balance of the 10% security is outstanding from each such payment shall be deducted so much, not exceeding 5%, as may be necessary to make up the balance of the security. All such intermediate payments to the contractor shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not include 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 respect, or the accrue of any claim nor shall it conclude, determine, or effect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement or adjustment of the accounts or otherwise, or in any other way vary or effect the contract.

Clause 8 : The final bill shall be prepared by the Engineering staff of c/o the Special Officer, HKMDA, JASHIPUR in accordance with the rules of the department in the presence of the contractor within one month of the date fixed for completion of the work

Clause 9 : Deleted.

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

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

Do not invalidate contracts.

Clause 11 : The Engineer-in-charge shall have power to make any alterations in or additions to the original specification, drawings, designs and instructions that may appear to him necessary and advisable during the Progress of work, and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Special Officer, HKMDA, JASHIPUR and such alteration shall not invalidate the contract, and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work & the certificate of the Engineer-in-charge shall be conclusive as to such proportion and if the additional work includes any class work, for which no rate is specified in this contract, then such class of work shall be carried out at the 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 on the 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 on 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 Special Officer, HKMDA, JASHIPUR charge of the rate which it is his intention to charged for such class of work, and if the Special Officer, HKMDA, JASHIPUR 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 or work not in estimate of schedule of rates of contract.

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 15th day of the following month accompanied by a copy of the order in writing of the Special Officer, HKMDA, JASHIPUR 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 here in 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 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 Special Officer, HKMDA, JASHIPUR will be final.

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

Clause 12 : If at any time after the commencement of the work the Governor of Orissa shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out the Special Officer, HKMDA, JASHIPUR shall give notice in writing of the contractor who shall have not 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 specifications, drawings, designs and instruction which shall involve any curtailment of the work as originally contemplated.

Action and compensation in case of bad work

Clause 13 : If it shall appear to the Special Officer, HKMDA, JASHIPUR or his sub-ordinate in charge of the work, that any work has been executed with un-sound, imperfect or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-charge specifying the work materials or articles complained of notwithstanding that the same may have been inadvertently passed certified and paid for, 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 respects of the contractor.

Work to be open to inspection

Clause 14: All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Special Officer, HKMDA, JASHIPUR 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 Special Officer, HKMDA, JASHIPUR 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.

Contractor or responsible Agents to be present.

Notice to be given before work is covered up.

Clause 15 : The contractor shall give not less than five days notice in writing to the Special Officer, HKMDA, JASHIPUR or his subordinate in-charge 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 Special Officer, HKMDA, JASHIPUR or his subordinate in-charge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, or in default thereof no payment of allowance shall be made for such work or the materials with which the same was executed.

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

Clause 16 : If the contractor or his work people, or servants shall break deface injure or destroy any part of a building, in which they 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 became apparent in it within six months from the date of final certificate of its completion shall have been given by the Engineer-in-charge as aforesaid, the contractor shall make the same good at his own expense, or in default, the Engineer-in-charge may cause the same to be made good by other workman, and deduct the expense (of which the certificate of the Engineer in-charge shall be final) from any sums that may be then, or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof and the contractor shall be liable to pay any part of the expenses not so recovered by the Special Officer, HKMDA, JASHIPUR.

Contractor to supply plant ladders scaffolding etc.

Clause 17 : 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 of 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 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 the purpose of setting out works, and counting, weighting and assisting in the measurement of examination at any time and from time to time of the work

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

or materials Failing this so doing the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

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

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

The Special Officer, HKMDA, JASHIPUR shall have the right to enquire into and decide 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 neighbourhood.

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 the refuse to allow any labourer whom he decides to be below the Close of twelve years, to be employed by the contractor.

Work not be sublet

Clause 19 : The contract shall not be assigned or sublet without the written approval of the Special Officer, HKMDA, JASHIPUR. And if the contractor shall assign or sublet his contract, or attempt so to do or become insolvent or commence any insolvency proceedings or make any composition with his creditor, or attempt so to do, or if any bribe, gratuity, gift, loan, perquisite reward of advantage, pecuniary or otherwise, shall either directly or indirectly be given promised, or offered by the contractor, or any of his servants or agents to any public officer of person in the employ of Government in any way relating to his office employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Special Officer, HKMDA, JASHIPUR may thereupon by notice in writing rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure as it the contract had been rescinded under clause 3 hereof, and in addition the contractors shall not be entitled to recover or be paid for any work theretofore actually performed under the contract.

Contract may be rescinded and security deposited forfeited for, subletting bring or if contractor be comes insolvent.

Sum payable by way of compensation to be considered as reasonable compensation with out reference to actual loss

Clause 20 : 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 government without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

Charges in construction of firm

Clause 21 : In the case of a tender by partners, any change in the constitution of the firm shall be for with notified by the contractor to the Special Officer, HKMDA, JASHIPUR for his information.

In case of failure to notify the change in the constitution within fifteen days the Special Officer, HKMDA, JASHIPUR may by notice in writing rescind the contracts and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences 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 be paid for any works therefore actually performed under the contract.

Clause 22 : All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Special Officer, HKMDA, JASHIPUR for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

Clause 23 : Deleted

Lump sums in estimates

Clause 24 : When the estimate on which a tender is made includes lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may be his discretion pay the lump sum amounts 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 25 : In the case of any class of work for which there is no such specification as is mentioned in rule I, such work shall be carried out in accordance with the circle specification and in the event of there being no circle specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Definition of works.

Clause 26 : The expression 'works' or 'work' where used in these conditions shall unless there be something's either in the subject or context repugnant to such

construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed, whether temporary or permanent, and whether original, altered, substituted or additional.

Clause 27 : Government shall be entitled to recover in full from the contractor any amount that that the Government 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 contract.

Clause 28 : That the purpose of jurisdiction in the event of dispute of any, the contract should be deemed to have been entered into within the State of Orissa and it is agreed that neither party to the contract or agreement will be

competent to bring a suit in regard to the matters covered by this contract at any place outside the State of Orissa.

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

Clause 30 : Sanitary arrangements will be made by the contractor at his own cost for his labour camp.

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

Clause 32 : Deleted.

Clause 33: After the work is finished all surplus materials and debris are to be removed by the contractor and preliminary works such as vats, maxing platforms etc. are to be dismantled and all materials remove from site the ground up to 100' wide from building or work site should be cleared.

FARE WAGE CLAUSE

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

Explanation : "Fair Wage" means wages, whether for time or pied work prescribed by the State Public Works Department provided that whether higher, rates have been prescribed under through the minimum wages Act 1948 wages at such higher rates constituted fair wages.

The Special Officer, HKMDA, JASHIPUR shall have the right to enquire into and decide 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 as per sub-para-graph I above

(b)The contractor shall notwithstanding the provisions of any contract to contrary cause to be paid a fair wage 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.

©In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all regulations made by Government in regard to payment of wages. wage period deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage register. wage cards, publication of scale of wages and other terms of employment inspection and submission of periodical returns and all other matters of a like nature.

(d)The Special Officer, HKMDA, JASHIPUR shall have the right to deduct, from the money due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers 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-a-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 interning form 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.

Orissa P.W.D./Electricity Department Contractor's Labour Regulations:

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 etc say.

(1) "Labour" means workers employed by a contractor of the Orissa Public Works Department/Electricity Department directly or indirectly through a sub-contractor or other person, or by an agent on his behalf.

(2) "Fair Wages" means wages whether for time or piece work prescribed by the State Public Works Department provided that where higher rates have been prescribed under the minimum wages Act, 1948 wages at such higher rates should constitute fair wages.

(3) Contractor shall include every person whether a sub-contractor or headman or agent employing labour on the work taken on contract.

(4) "Wages" shall have the same meaning as defined in the payment of Wages Act and include time and piece rate

wages, if any.

3. Display of notices regarding ways, etc. :

The Contractor shall

(a) Before BE commences his work on contract display and correctly maintain and continue to display and correctly maintain in a clean and legible condition, in conspicuous places on the work, notices in English and in the local Indian language spoken by technical majority of the workers. giving the rate of wage proscribed by the State Public Works Department/Electricity Department for the district which the work is done.

(b) Send a copy such notice to the Special Officer, HKMDA, JASHIPUR of the work.

4. Payment of wages:

(1) Wages due to every worker shall be paid to him direct.

(2) All wages shall be paid in current coin or currency or in both.

5. Fixation of wage period:

(1) The contractor shall fix the wage period in respect of which the wages be payable.

(2) No wage period shall exceed one month.

(3) Wages of every workman employed on the contract shall be paid before the expiry of ten days, after the last day of the wage period in respect of which the wages are payable.

(4) When the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the day succeeding the (me on which is employment is terminated.

(5) All payments of wages shall be made on a working day.

6. Wage book and wage cards, etc. :

1. The contractor shall maintain a wage book of each worker in such form as may be convenient, but the same shall include the following particulars.

a) Rate of daily or monthly wages.

b) Nature of work on which employed.

c) Total number of days worked during each wage period

d) Total amount payable for the work during each wage period.

e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.

f) Wage actually paid for each wage period.

2. The contractor shall also maintain a wage card for each worker employed on the work.

3. The Special Officer, HKMDA, JASHIPUR may grant an exemption form the maintenance of wage bond, wage cards to a contractor who, in his opinion may not directly or indirectly employ more than 100 persons on the work.

7. Fines and deduction which may be made from wages:

(1) The wages of a worker shall be paid to him without and 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 deduction which the Orissa Govt. may from time to time allow.

(2) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deduction.

(3) The total amount of fines which may be imposed in anyone wage period on a works shall not exceed an amount equal to five paise in a rupee of the wages payable to him in respect of that wage period.

(4) No fine imposed on any worker shall be recovered from him by installments, or after the expiry of 60 days from the date on which it was imposed.

8. Register of fines, etc. :

(1) The contractor shall maintain a register of fines and of all deduction for damage or loss. Such register shall mention the reason for which fine was imposed or deduction for damage or loss was made

(2) The contractor shall maintain a list in English and in the local Indian language, clearly defining acts and omissions for which penalty of fine can be imposed it shall display such list and maintain it in a clean and legible condition in conspicuous places on the work.

9. Preservation of register:

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

10. Power of labour Welfare Officers to make investigation or enquiry :

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

11. Report of labour Welfare Officers:

The labour Welfare Officers or others authorised as aforesaid shall submit a report of the results of his investigation or enquiry to the Special Officer, HKMDA, JASHIPUR concerned, indicating the extent, if any, to which the default has been committed with a note that necessary deductions 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 person 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 Special Officer, HKMDA, JASHIPUR concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

13. Inspection of Registers:

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

14. Submission of return :

The contractor shall submit 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 these regulations, the decision of the labour Commissioner or any other person authorised by the Government of Orissa in that behalf shall be final.

Contractor


Special Officer
HKMDA, JASHIPUR.

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

Witness

Contractor

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

Nature of contractor before submission of tender

Dated the day of 200

Signature of Witness to one tenders signature

+Witness :

Address :

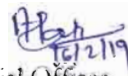
Occupation :

Signature of the officer by whom accepted.

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

Dated the day of 200
.....

Contractor


Special Officer
HKMDA, JASHIPUR.

Sl. No	Description of Item	Unit	Quantity	Rate	Amount
1	2	3	4	5	7
1.	Earth work in excavation of foundation in hard soil with initial lead and lift.	Cum	59.05	166.15	9811.55
2.	Filling foundation and plinth with sand well watered and rammed including	Cum	191.10	799.69	152817.96
3.	C.C (1:3:6) using 40mm size HGCB metal including all cost , conveyance , royalty etc	Cum	44.77	4620.89	206877.24
4.	Fly ash Brick masonry in Cement mortar (1:6) in F&P.....etc complete.	Cum	61.90	4543.58	281252.43
5.	R. C.C M-20 grade concrete using 20mm & dawn graded HGCB chips including all cost				
(a)	Column Base	Cum	14.45	4962.93	71694.44
(b)	Plinth Bend	Cum	22.24	5338.83	118742.19
(c)	Column & beam	Cum	9.01	11773.03	106045.61
(d)	Lintel	Cum	1.70	8531.05	14460.13
(e)	Chajja	Cum	0.10	5268.997	533.49
(f)	Roof slab	Cum	9.36	9048.827	84697.02
6.	Providing ,cutting, bending, binding M.S steel for R.C.C works.... Etc complete.	Qntl.	67.64	7170.04	484959.43
7.	Fly ash Brick masonry with C.M. (1:6) in Super structure.	Cum	42.20	4576.58	193108.71
8.	16 mm thick cement plaster with C.M.(1:6) in new work or brick work.	Sqmt.	207.58	187.64	38949.60
9.	12 mm thick cement plaster with C.M.(1:6) in new work or brick work.	Sqmt.	190.46	153.41	29217.55
10	6 mm thick cement plaster with C.M.(1:4) in new R.C.C work .	Sqmt.	113.05	144.71	16359.02
11	20 mm thick cement plaster with C.M.(1:6) in new work or brick work.(Up to P.L)	Sqmt.	113.48	199.21	22605.55
12	2.5cm thick grading concrete(1:2:2)on roof slab with 6mm size chips	Sqmt.	74.88	291.22	21806.57
13	25mm thick AS Flooring with C.C (1:2:4) using 12mm size	Sqmt.	270.00	262.77	70947.75

	HGCB chips etc				
14	Distemping two coats with distemper of approved shade including cost of	Sqmt.	320.63	109.10	34979.53
15	Providing weather coat two coats of approved quality with cost of the	Sqmt.	199.83	118.25	23630.62
16	Providing, fitting and fixing of MS Door and widows and Perlin	Kg.	1394.04	111.63	155618.63
17	Fixing Verified tiles in Floor, steps, treads, & landing on 25mm thick of CM(1:1) neat cement slurry	Sqmt.	66.28	935.83	62026.52
18	Fixing tiles in Dados, Skirting, Risers of steps and walls on 12mm thick of C.M(1:3)	Sqmt.	16.61	1303.86	21662.41
19	Painting 2 coats with synthetic enamel paint on new work/ steel work	Sqmt.	10.13	169.45	1715.73
20	Tata blue scope sheet of 0.45 mm thick, along with cost of labour Charges	Sqmt.	442.40	600.00	265440.00

(Total Twenty items) only
Rs.24,89,853.49

Total

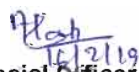
Amount put to Tender Rs.
24,89,853.00

(Rupees Twenty Four Lakhs Eighty Nine Thousand Eight Hundred Fifty Three) only.

Rate Quoted by the Contractor.....%(both figure and words)

Less then /excess over the amount put to Tender

Signature of Contractor


Special Officer
HK&MDA, Jashipur.