



GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES

**OFFICE OF THE SUPERINTENDING ENGINEER,
EARTH DAM DIVISION, CHITRAKONDA
DIST: -MALKANGIRI**

e-PROCUREMENT BID (TECHNICAL)

FOR THE WORK

Slope protection work on the down stream of Surlikonda Barrage i.e; Right side bank of potteru river in the District of Malkangiri for the year 2026-27

BID IDENTIFICATION NO: SE-EDD-CKD-03/ 2026-27

**Certified that this bid document contains
116 (One hundred Sixteen) Nos. of pages only.**

**SUPERINTENDING ENGINEER,
EARTH DAM DIVISION, CHITRAKONDA
CHITRAKONDA.**

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**OFFICE OF THE SUPERINTENDING ENGINEER,
EARTH DAM DIVISION, CHITRAKONDA
DISTRICT: MALKANGIRI**

E-mail ID _executiveengineereddckd@gmail.com

e- Procurement Notice No. SE-EDD-CKD-03/2026-27

- 1. Type of Works: River Bank Flood Protection Work**
- 2. Total No. of Works: - One (01) No.**
- 3. Estimated Cost: - Rs 98.63 Lakh**
- 4. Period of Completion: - Six (6) Calendar Months.**
- 5. Class of Contractor :- 'B' Class.**

Procurement Officer	Bid -Identification No.	Availability and submission of Bids – on line		Opening of Tender
		Form	To	
1	2	3	4	5
Superintending Engineer, Earth Dam Division, Chitrakonda	SE-EDD-CKD- 03(1)/2026-27	10.07.2026 10.00 A.M.	24.07.2026 up to 5.00 PM.	27.07.2026 At 10.30 A.M. on wards at O/o S.E.,Earth Dam Division, Chitrakonda.

Date of opening of the Tender / Bid: - 27.07.2026 at 10.30 A.M

Further details can be seen from the Govt. Website www.tendersodisha.gov.in

Sd/-

(Er.KJ.Ch.Sethi)

**Superintending Engineer,
Earth Dam Division, Chitrakonda,
Malkangiri (O)**



GOVERNMENT OF ODISHA

OFFICE OF THE SUPERINTENDING ENGINEER

EARTH DAM DIVISION, CHITRAKONDA

Notice Invitation of Tenders

e-Procurement Notice No. – SE-EDD-CKD-03/2026-27

e-mail- executiveengineereddckd@gmail.com

The Superintending Engineer, Earth Dam Division, Chittrakonda on behalf of Hon'ble Governor of ODISHA invites On-line **Percentage Rate** tender in double cover system through e-procurement for execution of the following works. The bid should be submitted by eligible class of contractors On-line in the Govt. website www.tendersodisha.gov.in. The bidders should have necessary portal enrolment with own digital signature certificate. The registered bidders outside of ODISHA can also participate in this on-line tender process after necessary portal enrolment but shall have to subsequently undergo registration with the appropriate authority of the State Govt. before signing of the agreement. The bidders may submit online bids for any or all of the following works.

Details as below:-

Sl. No	Name of work	Bid Identification No.	Approximate Value of work (Rs. in lakhs)	Class of Contract or	Bid Security / E.M.D. (Rs.) (Online)	Cost of Bid Document (Rs.) (Online)	Period of completion
1	2	3	4	5	6	7	8
1	Slope protection work on the downstream of Surlikonda barrage i.e; Right side bank of Potteru River in the District of Malkangiri for the year 2026-27.	SE-EDD-CKD-01(1)/2026-27	98.63	'B'	98700/-	10,000/-	Six Calendar Months
One (01) No. Work							

1. Bid document consisting of information, plans, specification and Bill of quantities of the works are available in web-site www.tendersodisha.gov.in and the set of terms and conditions of contract and other necessary documents can be seen in the web-site till last date of submission of Bid
2. The bids must be accompanied by E.M.D./Bid Security and cost of Bid document as mentioned for the specified work in Col:-6 & 7 respectively of above Table by online as per e-procurement guidelines **shall be paid / transferred through payment gateway of designated bank and in no other form.** A bidder shall make electronic payment using his / her internet banking enabled account with designated banks or their aggregator banks. A bidder having account in other banks can make payment using NEFT / RTGS facilities of designated banks. The bidders should ensure that EMD/ bid security is paid through payment gate way online mode only. Adjustment of EMD / bid security from other works shall not be entertained.
3. Availability of Tender for **On-line** bidding: - From **10:00 A.M. of 10.07.2026 to 5:00 P.M. of 24.07.2026** from Govt. web site www.tendersodisha.gov.in.
4. The bidder must transfer the cost of Bid Document as mentioned for the specified work in Col-7 of above Table by online as per e-procurement guide lines.
5. **As per Works Department Office Memorandum No. 173, Bhubaneswar dtd.03.01.2026, Amendment of Codal & Contractual Provisions ;** After careful observation, Government has been pleased to abolish the extant provisions of threshold negative bid caps (14.99%) introduced in Appendix-IX, Clause 36 of OPWD Code Volume-II in the procurement of works undertaken by the Govt. of Odisha and its agencies to ensure the procurement process results in a viable and successful manner with adoption of following incremental **Additional Performance Security (APS) system :**
 1. **To abolish the extant provisions of threshold negative bid caps (14.99%) To abolish the extant provisions of threshold negative bid caps of 15% introduced vide Works [Department OM No. 12366/W dt.08.11.2013 and amended vide Works Deptt. OM No. 1437 dt.31.1.2023.**
 2. **If more than one bid is quoted (decimal upto two numbers will be taken for all practical purposes) either at the estimated cost put to tender or less than the estimated cost put to tender, the tender accepting Authority will finalize the tender through a transparent lottery system, where all the concerned bidders/their authorized representatives, the concerned SE/EE of the concerned Division and Divisional Accounts Officer (DAO) will remain present.**
 3. **If the rate quoted by the SC and ST Category contractors comes to the rate quoted by the L1 bidder (decimal upto two numbers will be taken for all practical purposes) after availing 10% price preference as per Para 2 of Works Department Resolution No.27748 dtd.11.10.1977, the tender shall be finalized by the tender accepting authority through a transparent lottery system alongwith other categories of contractors.**
 4. **As regards the bidding process in which the tender has been floated before the issue of Works Department Office Memorandum No.173 dt.03.01.2026, the bid shall be finalized as per the earlier provisions in Appendix-IX, Clause 36 of OPWD Code Volume-II.**
 5. **This has been concurred in by the Finance Department in File NO. FIN-WF1-MISC-01.02.2025.**

1. Additional Performance Security shall be taken on an incremental basis from the selected bidder for low bid prices in the project works as under :
 - i. **Where the bid price is below 0% but not below 10% of the project cost put to bid,** no additional performance guarantee/security percentage is required.
 - ii. **Where the bid price is below 10% but not below 20% of the project cost put to bid,** the additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price.
 - iii. **Where the bid price is 20% or more below of the project cost put to bid,** the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price.
 - iv. **The additional performance guarantee percentage** shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.
 - v. **The additional performance security** shall be treated as part of the performance security.
 - vi. **Justification for abnormally low bids** shall be scrutinized by the Departmental Technical Committee and recommended to the competent authority of the Administrative Department for the approval of the Additional Performance Security (APS). An abnormally low bid is one in which the Bid price, in combination with other elements of the bid appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Procuring Entity may, in such cases, seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities and any other requirements of the bid document. If, after evaluating the price analyses, the procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/Proposal. However, it would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered as an abnormally low bid.
2. These amendments shall take effect from the date of issue of the O.M.
3. Accordingly, the relevant existing codal/contractual provision stands modified with effect from the date of issue of this O.M.
4. This has been concurred in by the Financial Department vide **File No. FIN-WF1-MISC-01.02.2025**

N.B. : If two or more than bidders have quoted as L1 bidder then the tender will be finalized through Lottery process date will be informed later by e-mail.

In the event of the specified date for drawl of lottery being declared a holiday for the officer inviting Bid, lottery will be drawn at the appointed time on the next working day.

Exact amount of Additional Performance Security (APS) in shape of Term Deposit Receipt pledged in favour of the **Superintending Engineer, Earth Dam Division, Chitrakonda** / Bank Guarantee in favour of the **Superintending Engineer, Earth Dam Division, Chitrakonda** from any Nationalized / Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar within 7 days of issue of letter of acceptance (LoA) by the Divisional Officer (By e-mail) to the successful bidder otherwise his/her bid shall be cancelled & he/she will be suspended for the time specified in the tender document

Further, proceeding for blacklisting shall be initiated against the bidder. If the APS is submitted in shape of Bank Guarantee by the bidder, then the validity of the Bank Guarantee should be for a minimum period equal to the period allowed for completion of the work plus defect liability period of one year and one month extra for transaction period.

6. Bid must be accompanied with scanned copies of valid Registration Certificate duly registered in CDMS portal, active GSTIN, PAN Card and affidavit in support of their claim along with their bid failing which the bid will be rejected. Bidders registered as “Engineer Contractors” desirous to avail exemption of E.M.D. for participating in bid shall have to upload an affidavit for not having availed this facility in three works during the year 2026. In such case, the successful Engineer, Contractor has to produce the original Registration Certificate for recording the fact of availing exemption of E.M.D. for award of the work. Bidders registered as S.C. & S.T. Contractors desiring to avail concession(s)/ price preference as per prevailing rules should upload necessary document and affidavit in support of their claim along with their bid, failing which their case may not be considered for availing price preference as per the above rule. No claim in this regard after opening of the bid will be entertained.

7. Bid validity period of the Tender is for a period of **90 days** from the last date of submission of Bid. Conditional bid is subject to forfeiture of EMD. If any bidder withdraws his Bid/Tender before the said period or makes any modification in the terms and condition of the bid, the E.M.D. deposited at the time of submission of tender/ bid shall stand forfeited.

8. No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an engineering department of the state Government is allowed to work as a contractor for a period of two years after his retirement from Government service without government permission.

9. The scanned copy of Cost of Bid document, Registration Certificate duly registered in CDMS portal, active GSTIN, PAN card, Affidavit, No relation Certificate, including all required papers should be uploaded in web-site and submitted at the time of online submission of Bid. The bidders have to furnish the original documents to the Chief Construction Engineer, Potteru Irrigation Project, Balimela, Dist.Malkangiri as and when required for verification. The successful bidder has to submit the original affidavit to the Chief Construction Engineer, Potteru Irrigation Project, Balimela, Dist.Malkangiri before drawl of agreement. The bidder should mention his present Postal Address, e-mail id and Mobile Number in the Affidavit submitted with the tender.

10. Exemption of EMD to the Engineer contractor will be allowed for a maximum of three works in a financial year and the fact of awarding a work with Exemption of EMD should be entered in the Original Registration Certificate of the Engineer Contractor. Engineer contractor desirous to avail the exemption of E.M.D. is required to submit an affidavit to the effect that he/she has not yet availed the facility for more than two works during the current financial year.

11. Date of opening of Technical Bid of the Tender:- Date.27.07.2026 at 10.30 A.M. in the office of the Superintending Engineer, Earth Dam Division, Chitrakonda. If the office happens to be closed on the date of opening, it will be extended to next working day at same time and venue.

12. Date of opening of Financial Bid of the Tender: - will be intimated to the qualified bidders through web site / Post / e-mail after evaluation of the Technical Bid.

13. In case, if lottery is inevitable for finalization of the tender, then the tender accepting authority will finalize the tender through a transparent lottery system, which will be held in the office of the Superintending Engineer, Earth Dam Division, Chitrakonda . The date and time of the lottery will be intimated to the qualified bidders through their 'e' mail ID and Phonetic message and Notice Board.

14. The Superintending Engineer, Earth Dam Division, Chitrakonda may be contacted during office hours on any working days for any further clarification or online between 10.07.2026 from 10.00 A.M. to 20.07.2026 up to 5.00 P.M.

15. The bidders are required to submit their valid postal Address, own mobile number and 'e' mail id in their original affidavit for all correspondences/information, failing which the bidder should not claim for non-receipt of any information from the undersigned.0

16. The bidders shall have to upload an affidavit in support of authenticity of documents/ credential accompanied with the bid failing which the bid will be rejected. The authority reserves the right to verify the authenticity of documents in case of any doubt or complain.

17. As per Public Notice of Chief Engineer-Cum-Chief Manager (Tech.) State Procurement Cell, Odisha, it is mandatory to make registration for the bidders under CDMS Portal. Hence the proof of registration in CDMS Portal should be uploaded at the time of submission of bid.

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

19. The Contractor will write percentage Excess or less up to two decimal points only. If he writes the percentage excess or less up to two or more decimal point, the two decimal points shall only be considered without rounding off.

20. In percentage rate of tender, only percentage quoted shall be considered. Percentage quoted by the contractor shall be accurately filled in figures & words, so that there is no discrepancy. If any discrepancy is found in the percentage quoted in words and figures, then percentage quoted by the contractor in words shall be taken as correct. If excess/less is not mentioned, then the rate will be treated as percentage excess.

21. If there is two or more interpretation or any meaning to any clause of the DTCN. The meaning derived by the tender calling authority is final and binding on the part of the tenderer.

23. Other details & conditions can be seen in the bidding documents, which will be available in web-site www.tendersodisha.gov.in.

22. Authority reserves the right to reject any or all the tenders without assigning any reasons thereof.

Sd/-

Superintending Engineer,

Earth Dam Division,Chitrakonda

DETAILED TENDER CALL NOTICE

1. The *Superintending Engineer Earth Dam Division Chitrakonda, Dist: Malkangiri (Odisha)* invites on-line **percentage rate** bids in **double covers** system for the work **“Slope protection work on the down stream of surlikonda barrage i.e; Right side bank of potteru river in the District of Malkangiri for the year 2026-27 .”** through website in the prescribed form to be eventually drawn in P.W.D. Form No.P1 from the registered contractors of ‘B’ class registered with the Government of Odisha for execution of civil works and similar type of works on production of definite proof from the appropriate authority. Bidders registered under other state government/ M.E.S/ Railways / C.P.W.D in equivalent rank may participate in the tender work. But the successful bidder has to register under the State (Odisha) P.W.D. before signing of the agreement. This *invitation for bids* is open to eligible bidders who are registered in the portal **& fulfill the eligibility criteria as per Information & Instruction to Bidders.**
2. The bidders are required to bear all the costs associated with preparation and submission of bids. Bids can be made through e-Procurement portal, the cost of bid being **₹10, 000/-**. Documents to be furnished by the bidder(s) in compliance to the requirement as per **Detailed Tender Call Notice(D.T.C.N.)** and **Information & Instruction to Bidders(I.I.B.)** will be prepared by him/them& furnished. The bidders shall prepare the documents & up-load the scanned document to the portal in appropriate place. The bidders who participated in the on-line bidding can witness opening of the bid from any system logging on to the portal away from opening place. The bids can only be opened by the pre-designated officials after the opening time mentioned in the bid.
3. The value of the work tendered for is **₹98,63,016 /-(Excluding GST).**
4. Bids are to be submitted on-line.
5. No bidder will be permitted to furnish his bid in his own manuscript.
6. The bidders shall furnish bid security (Earnest Money Deposit) on-line for **₹98,700/-**.
7. The system shall reject submission of any bid through portal after closure of the receipt time. For all purpose the portal time displayed in the system shall be the time to be followed by the bidder.
8. If a bidder submits more than one bid for a particular work through e- procurement portal, the system shall consider only the last bid submitted through portal.
9. During submission of bids through e-procurement portal, the bidder shall only submit single copy of the document. He is required to check the documents uploaded with the requirement asked for in the bid. Only after satisfying that all the documents have been uploaded, he should activate submit button. ***His bid shall not be considered as responsive and action as per relevant clause shall be taken if he does not provide the required documents or provide illegible documents. Clarity of the documents may be ensured by taking out a sample printing.***
10. The intending bidder should furnish **valid contractor’s registration certificate** of prescribed class and upload the scanned copy to the system in the designated place.

11. All intending bidders should furnish **valid Income Tax PAN Card** and upload the scanned copy to the system in the designated place.

12. (i) The bidder shall furnish valid **GSTIN** and upload the scanned copy of **GST Registration Certificate** to the system in the designated place.

(ii) Bidders from outside the state who intend to participate in the tender and the new entrants of the state who have not been registered under the **Goods & Service Tax Act** as they have not started any business in the state as yet, are allowed to participate in the tender without having any **GSTIN** subject to condition that they should submit undertakings in the form of an affidavit indicating therein that they are not registered under the **Goods & Service Tax Act** as they have not started any business in the state and they have no liability under the Act. But before award of the final contract, successful bidder will have to produce the **GSTIN** otherwise his tender shall not be considered.

13. The bidders are required to furnish an affidavit, at the time of submission of bids, about authentication of bid documents in **Schedule-‘A’ (INFORMATION AND INSTRUCTION TO BIDDERS)** and upload the scanned copy to the system in the designated place **failing which the bids will summarily be rejected.**

14. A bidder or any of its constituent partners, of whose contract for any work has been rescinded or who has abandoned any work in the last three years having the contracted work as incomplete prior to the date of the bid, shall be disqualified. The information to this effect should be furnished in **Schedule-‘B’ (INFORMATION AND INSTRUCTION TO BIDDERS)** and upload the scanned copy/copies to the system in the designated place. If the fact is subsequently proved to be false, the contract will be rescinded. The total security deposit including I.S.D. will be forfeited and the bidder shall be liable to make good the loss of damage resulting from such cancellation. **If the bidder fails to furnish this certificate, the bid shall be rejected.**

15. The bidder shall have to furnish an undertaking on **Certificate of No Relationship** along with the bid to the effect that he is not related to any officer in the rank of Assistant Engineer and above in the State P.W.D. or Assistant Secretary and above in the Department of Water Resources in the proforma contained in **Schedule-‘C’ (INFORMATION AND INSTRUCTION TO BIDDERS)** and upload the scanned copy to the system in the designated place. If the fact is subsequently proved to be false, the contract will be rescinded. The total security deposit including I.S.D. will be forfeited and the bidder shall be liable to make good the loss of damage resulting from such cancellation. **If the bidder fails to furnish this certificate, the bid shall be rejected.**

16. The **CHECKLIST** given at para 11 of **INFORMATION AND INSTRUCTION TO BIDDERS** and the **CERTIFICATE** at para 60 of **Special Conditions of Contract** must be ensured by the bidder. She/he has to fill up the both under his/her signature and upload the scanned copy of the same in the portal.

17. The work is to be completed in all respects within **6 (Six) calendar months** from the stipulated date of commencement as mentioned in the work order.

18. All bids received will remain valid for 90 days from the last date of on-line bidding and validity can also be extended, if agreed to, by the bidder and the department.

19. Bidder, whose bid is under acceptance, must submit the **work programme** immediately for approval by Engineer-in-Charge before execution of agreement failing which his bid shall not be accepted.
20. The date of commencement of the work shall be as notified in the work order.
21. The plans, specifications and scope of the work can be seen from the government website during the bidding period.
22. The bidder shall carefully study the tentative drawing and specification applicable to the contract and documents that will form as part of the agreement to be entered into by the accepted bidder. Complaint at a future date that plans and specifications have not been seen by the bidder will not be entertained.
23. Every bidder is expected before quoting his rate to inspect the site of the proposed work. He should also inspect the quarries and locality of the work and satisfy himself about the quality and availability of materials including the medical aids, labour and food stuff etc. In every case the materials must comply with the relevant specifications.
24. The bidder will be deemed to have satisfied himself that the rate quoted by him in the bid will be adequate to complete the work according to the specifications and conditions attached to and that he has taken into account all conditions, difficulties that may be encountered during its progress and to have quoted labour rates and materials, all taxes (***Goods & Service Tax on works contract will be paid at the prevailing rate over the value of work executed***) and duties, lead, lift, de-lift, loading & unloading and freight for materials and all other charges necessary for completion of the work to the entire satisfaction of the Engineer-in-Charge of the work and his authorised subordinates. Complaints at future date that the availability of materials, labour or any other factor has been misjudged cannot be entertained. It should be clearly understood that no claim whatsoever will be entertained thereafter on the plea of non-availability of proper quantity and quality of materials including food stuff or for any other reason what so ever.
25. During submission of bids through the e-procurement portal, an intelligent Bill of Quantity in Microsoft excel format shall be made available to the bidder. The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BOQ). The bidder shall type rates in figure only in the rate column of respective item (s) without any blank cell in the rate column in case of item rate tender and type percentage excess or less up to two decimal place only in case of percentage rate tender. In the percentage rate tender, the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.
26. (i) All charges towards quality control test will be borne by the bidder. Before procurement, samples of construction materials such as stone, metal, chips, sand, moorum etc. to be used in the work are to be collected and deposited, quoting the name of quarry under dated initial of the bidder and A.E.E. in-charge, in the office of the **Superintending Engineer, Quality Assurance Division, Jeypore** for testing and acceptance. Similar test for cement, steel & other construction materials, as may be required, will be carried out at the cost of the contractor. The conveyance charges will also be borne by the contractor. The contractor has to establish field laboratory in the site of work at his own cost in case value of the work is **₹10.00 Lac or more**.
27. Rate should be for finished items of work unless otherwise mentioned in the tender schedule.

28. During submission of bids through the e-procurement portal, the bidder can submit the scanned copy of the documents in the designated locations of the bid. Submission of document shall be effected by using D.S.C. of appropriate class and thus shall be in encrypted form.
29. The bids containing extraneous condition not covered by the *invitation for bids* are liable for rejection and quotations should be strictly in accordance with the *invitation for bids*, any change in the wording will not be accepted. All the prescribed forms must be filled up in the proper order. Incomplete tender shall be summarily rejected.
30. During submission of bids through e - procurement portal, it is allowed to modify the bid. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic jam. If the bidder fails to submit his modified bid within the designated time of receipt, the bid already in the system shall be taken for evaluation. During submission of bid through the e-procurement portal, withdrawal of bid is allowed. The bidder has to click on the “withdraw” button and record necessary justification for the same in the space provided. In addition to this, he has to write a letter addressed to the officer inviting the bid and up load the scanned document to portal in respective bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.
31. Items of work not covered by the bid shall be paid at the current schedule of rates of the State and those not covered by the said schedule of rates will be paid on actual analysis approved by the competent authority.
32. On no account the contract work shall be sublet to any body without prior approval of the competent authority of the department. In such an event, the contract may be rescinded with penalty as will be deemed proper as per decision of the competent authority.
33. Letters etc. raising and lowering the rate or dealing with any point in connection with the bid will not be considered.
34. Schedule of quantities accompanying tender notice: - It shall be definitely understood that the government does not accept any responsibility for the correctness and completeness of this schedule and this schedule is liable for alterations or omissions, deductions or additions as set forth in the condition of contract and such omission, deductions, additions or alterations shall in no way invalidate the contract and no extra monetary compensation will be entertained.
35. The authority reserves the right to make such increase or decrease in the quantities of items of work mentioned in the schedule attached to the bid as may be considered necessary for the satisfactory completion of the contract work. All such increase or decrease shall in no way invalidate the contract rate. The contractor shall not be entitled for any compensation on this account, except extension of time, where considered necessary.
36. All taxes, fees, royalties payable under the local rule including ***Goods & Service Tax***, income tax etc; will be borne by the contractor. However, ***Goods & Service Tax on works contract at the prevailing rate*** will be paid to the contractor over the value of work executed. The contractor has to issue GST invoice showing CGST & SGST, as applicable, separately against each bill for receiving

payment. Besides, tax deducted at source (TDS) towards GST on works contract will be applicable as per the prevailing provision of the GST Act/Rule.

37. The bid security (E.M.D.) shall be retained till such time the successful bidder furnishes Initial Security Deposit (ISD) or Additional Performance Security (APS) acceptable to the Officer Inviting the Tender and will be settled as per the provision contained in the Works Department Office Memorandum No. 17254/W dated 05/12/2017.

38. The department reserves the right of authority to reject any or all the bids received without assigning any reason whatsoever.

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

40. The bidder whose bid is selected for acceptance shall, within a period of 15(fifteen) days upon intimation being given to him regarding acceptance of his bid, make an initial security deposit in the form of National Savings Certificate/ Post Office Savings Bank Account pass book/ Post Office Time Deposit Account pass book/ Kisan Vikas Patra duly pledged in favour of the **Superintending Engineer, Earth Dam Division, Chitrakonda**/ Bank Guarantee in favour of the **Superintending Engineer, Earth Dam Division, Chitrakonda** from any Nationalized / Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar/e-Bank Guarantee executed on the National e-Governance Services Limited (NSDL) Digital Document Execution Portal and in no other form which shall be 2% of the accepted bid amount and sign agreement in the P.W.D. P1 form for the fulfillment of the contract in the office of the **Superintending Engineer, Earth Dam Division, Chitrakonda**. This security deposit and the amount with held according to the provision of P1 agreement shall be retained as security for the due fulfillment of this contract. ***Failure to enter in to the required agreement and to deposit the security as above shall entail suspension of the bidder for the specific time as mentioned in the bid document. No bid shall finally be accepted until the required amount of security money is deposited.*** The written agreement to be entered in to between the contractor and the government shall be the foundation of the rights of both the contractor & the government and the contract shall be deemed to be incomplete until the agreement has first been signed by the bidder and then by the proper officer authorised to enter into the contract on behalf of the government. The security deposit will be refunded only after ***one year*** of completion of the work, provided that the final bill has been paid and defects, if any, rectified.

41. Under section 12 of *Contract Labour (Regulation and Abolition Act 1970)* the contractor who undertakes execution of work through labour should produce valid licence from licencing authority of Labour Department (Labour license).

42. The bidder shall be liable to fully indemnify the department of any compensation under *Workmen Compensation Act VIII of 1923* on account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.

43. Bidders are required to abide by the *Fair Wages Clause* as introduced by Government of Odisha and will not pay less than the fair wages fixed by government to the labourers engaged by him for the work.

44. In case of any complaint by the labourers working about the non-payment of his wages as per latest *Minimum Wages Act*, the Superintending Engineer will have the right to investigate and if the contractor is found to be in default, the Superintending Engineer may recover such amount from the contractor's dues and pay to the labourer directly under intimation to the local Labour Officer of the government. The decision of the Superintending Engineer is final and binding on the bidder.

45. The bidder will have to submit to **Superintending Engineer, Earth Dam Division, Chitrakonda** monthly return of labourers, skilled and unskilled, employed by him on the work.

46. The bidder should keep himself in touch with the Engineer-in-Charge for smooth execution of the work and arrange adequate labour depending on the workload and working space available. No claim for detention for labour on any account will be entertained.

47. No compensation will be paid by the department for any damage caused by rain, flood, cyclone, tide or by any other natural calamities during the execution of the work.

48. It should clearly be understood that no claim, what-so-ever, will be entertained in regard to extra items of work or extra quantity of any item besides estimated amount, unless written order is obtained from the Engineer-in-Charge and rates settled before the extra items of work or extra quantity of any item of work is taken up.

49. The bidders shall have to abide by the *C.P.W.D. Safety Code Rules* introduced by the Government of India, Ministry of Works, Housing and Supply in their standing order No.44150 dated 25/11/1957.

50. The bidder shall bear various incidentals, sundries and contingencies necessitated by the work in full within the following or similar category:

(a) Rent, royalties and other charges of materials, all taxes (*Goods & Service Tax on works contract at the prevailing rate will be paid to the contractor over the value of work executed*), ferry tolls, conveyance charges and other cost on account of land & building, temporary electric connection to worksite as well as construction of coffer dam, construction of service road & diversion road and their maintenance till completion of work required by the bidder for collection of materials, storage, housing of staff or any other purpose. No bidder will however be liable to pay for temporary occupation of land owned by government at the site of the work.

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

(c) Suitable water supply including piped water supply wherever available for the staff and labour as well as for the work.

(d) Fees and duties levied by the municipality, canal or water supply authorities.

(e) Suitable equipments and wearing apparatus for the labour engaged in risky operations and medical aid to the labourer engaged for the work.

(f) Suitable fencing, barriers, signals including paraffin and electric signals where necessary at work and approaches in order to protect public and employees from accident.

(g) Compensation including cost of any suit for injury to persons or property due to neglect of any major precautions also becomes payable due to operation of the *Workmen Compensation Act*.

(h) The bidder has to arrange adequate lighting arrangement for the work wherever necessary at his own cost.

51. All preliminary works such as vats, mixing platforms etc; are to be done by the bidder at his own cost. No payment will be made for bench marks, level pillars, profiles, benching and leveling the ground where required. The rates to be quoted should be before finished items of work inclusive of carriage of all materials and other incidental items.

52. After the work is finished all surplus materials & debris should be removed 100 M. clear away from the site of the work. Preliminary work such as vats, mixing platforms etc; should be dismantled, all materials removed from the site and premises left neat & clean and this should be inclusive of the rates.

53. If any further necessary information is required, the **Superintending Engineer, Earth Dam Division, Chitrakonda** will furnish such information, but it should be clearly understood that the bid must be received in order and according to the instruction.

54. The work will be commenced after land acquisition, Forest & Environment clearance, if required. In case of delay in acquisition of land, Forest & Environment clearance, no compensation will be admissible, but extension of time will be allowed.

55. The department will have the right to supply, at any time in the interest of the work, any departmental material to be used in the work and the contractor shall use such materials at the stock issue rate fixed by the department or market rate whichever is higher. Surplus material not required for the work shall be returned by the contractor at the departmental store at his cost & risk failing which the cost shall be recovered from the contractor at five times of stock issue rate of the department or at market price of materials whichever is higher. The contractor shall be credited with the issue rate originally issued minus depreciation due to deterioration or damages as shall be fixed by the Engineer-in-Charge. In case of dispute, decision of the **Superintending Engineer** shall be final.

56. Empty cement gunny / HDPE bags shall be returned in good conditions at the department store failing which the cost of the same at the rate of ₹3.95 (Rupees three & paise ninety five) only per gunny and ₹4.00 (Rupees four) only per HDPE bag shall be recovered from the contractor. Empty tar / bitumen drums shall be returned in good condition at the departmental store failing which the cost at the rates of ₹142.59 (Rupees one hundred forty two & paise fifty nine) only per drum and ₹255.33 (Rupees two hundred fifty five & paise thirty three) only per emulsion drum shall be recovered from the contractor.

57. Over and above these conditions including Technical Specifications, Terms & Conditions and Rules & Regulations, the specification laid down in the Odisha Detailed Standard Specification Code are also binding on the part of the contractor. MORT&H Specification for Road & Bridge work (Latest Revision) shall be the guiding book for execution, quality assurance, specification and measurement for all items of road works.

58. The bidder shall sign, as a token of final acceptance, the plans, specifications and agreement for the work prior to taking up the execution of work.

59.The bidder is to supply necessary labour and materials for the purpose of alignment laying whenever required at his own cost.

60. The bidder should arrange necessary machineries/equipments and tools &plants such as pumps, excavators, tippers, concrete mixers, vibrators etc; as may be required for the efficient execution of the work at his own cost. The running charges of all such plants and cost of consumables & conveyance etc; are to be borne by the bidder.

61. In the event of delay in supply of design, reasonable extension of time will be granted on the application of the bidder. But no claim for monetary compensation will be entertained under any circumstance.

62. Under no circumstance interest is payable for dues of the contractor, if any, lying unpaid or payable for the work.

63. Conditional bids will not be taken into consideration.

64. The bidder shall be suspended for the specific time as mentioned in the bid document if he backs out from the offer before acceptance of bid by the competent authority as well as if he fails to sign the agreement after acceptance and not willing to deposit the required initial security deposit and/or additional performance security deposit for the unbalanced tender items.

65. Protection against flood: In case of flash and untimely floods in the river during the working season resulting in overtopping of coffer dam and flooding of the work area, the contractor shall make his own arrangement at his cost to shift the machineries, equipments, materials, labour and departmental machineries, if hired by the contractor, to a safe place. The work shall have to be resumed after resending of floods and necessary strengthening of coffer dam and dewatering. Removal of debris and other materials accumulated in the working area during flash floods or regular floods and necessary strengthening of coffer dam and dewatering etc; will be done by the contractor at his own cost. Extension of time for the completion of the work may be considered by the department, if the discontinuance of the work is beyond all the reasonable attempts of the contractor to such eventualities. By any chance, if any excavated portion that could not be filled with concrete by the contractor, gets filled up during the monsoon period with earth such removal will not be paid for again. The contractor will have to re-excavate the same at his own cost. It shall be distinctly understood that it is the entire responsibility of the contractor to make such arrangements as may be required from time to time to protect the men, machineries, materials & the work under progress and the work for which measurements were recorded and payment made against damages either during working season or during the flood season. The flood includes high tides, cyclonic effects and saline ingress which should be clearly understood by the contractor and no extra payment for the damage, re-excavation etc; shall be paid in any circumstance. The department accepts no liability whatsoever for any damage or loss of men, materials, machineries and work of hindrance caused to the progress of work. The contractor should provide at his own cost adequate protection measures to the completed works at the end of working season or work in progress against the probable flood during monsoon till completion and handing over of the entire work.

66. Watering for consolidation in road embankments, when and where necessary during execution, will have to be done by the contractor and no extra payment will be made on that account.

67. Required amount from the contractor's bills towards **Income Tax** will be deducted as per the rules in vogue or as amended by government from time to time.

68. (a) **Goods & Service Tax** on works contract at the prevailing rate over & above the value of work executed will be paid to the contractor and accordingly the rate shall be quoted by him for all the materials that he will have to purchase for performance of this contract.

(b) The rate quoted by the contractor in the bid for the work shall include **Goods & Service Tax** that may be levied on turnover on works contract according to the laws and regulations as applicable from time to time & as amended from time to time.

(c) TDS (Tax deducted at source) towards **Goods & Service Tax** on works contract will be made as per the prevailing rate/rule & as amended by government from time to time from the contractor's bills and credited to government account.

69. The contractor is required to pay royalty to government as fixed from time to time and produce such authenticated documents in support of their payment along with the bills. In case of failure to produce receipt from quarry holder or **Mines** Department *after proper verification from concerned authority* the amount of royalty along with DMF, EMF & additional charges of different materials as utilised by him in the work will be recovered from his bills.

70. As per Works Department Office Memorandum No. 173, Bhubaneswar dtd.03.01.2026, Amendment of Codal & Contractual Provisions ; After careful observation, Government has been pleased to abolish the extant provisions of threshold negative bid caps (14.99%) introduced in Appendix-IX, Clause 36 of OPWD Code Volume-II in the procurement of works undertaken by the Govt. of Odisha and its agencies to ensure the procurement process results in a viable and successful manner with adoption of following incremental **Additional Performance Security (APS) system** :

1. To abolish the extant provisions of threshold negative bid caps (14.99%) To abolish the extant provisions of threshold negative bid caps of 15% introduced vide Works |Department OM No. 12366/W dt.08.11.2013 and amended vide Works Deptt. OM No. 1437 dt.31.1.2023.

2. If more than one bid is quoted (decimal upto two numbers will be taken for all practical purposes) either at the estimated cost put to tender or less than the estimated cost put to tender, the tender accepting Authority will finalize the tender through a transparent lottery system, where all the concerned bidders/their authorized representatives, the concerned SE/EE of the concerned Division and Divisional Accounts Officer (DAO) will remain present.

3. If the rate quoted by the SC and ST Category contractors comes to the rate quoted by the L1 bidder (decimal upto two numbers will be taken for all practical purposes) after availing 10% price preference as per Para 2 of Works Department Resolution No.27748 dtd.11.10.1977, the tender shall be finalized by the tender accepting authority through a transparent lottery system alongwith other categories of contractors.

4. As regards the bidding process in which the tender has been floated before the issue of Works Department Office Memorandum No.173 dt.03.01.2026, the bid shall be finalized as per the earlier provisions in Appendix-IX, Clause 36 of OPWD Code Volume-II.

5. This has been concurred in by the Finance Department in File NO. FIN-WF1-MISC-01.02.2025

1. Additional Performance Security shall be taken on an incremental basis from the selected bidder for low bid prices in the project works as under :

- i. **Where the bid price is below 0% but not below 10% of the project cost put to bid,** no additional performance guarantee/security percentage is required.
 - ii. **Where the bid price is below 10% but not below 20% of the project cost put to bid,** the additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price.
 - iii. **Where the bid price is 20% or more below of the project cost put to bid,** the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price.
 - iv. **The additional performance guarantee percentage** shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.
 - v. **The additional performance security** shall be treated as part of the performance security.
 - vi. **Justification for abnormally low bids** shall be scrutinized by the Departmental Technical Committee and recommended to the competent authority of the Administrative Department for the approval of the Additional Performance Security (APS). An abnormally low bid is one in which the Bid price, in combination with other elements of the bid appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Procuring Entity may, in such cases, seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities and any other requirements of the bid document. If, after evaluating the price analyses, the procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/Proposal. However, it would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered as an abnormally low bid.
2. These amendments shall take effect from the date of issue of the O.M.
 3. Accordingly, the relevant existing codal/contractual provision stands modified with effect from the date of issue of this O.M.
 4. This has been concurred in by the Financial Department vide **File No. FIN-WF1-MISC-01.02.2025**

N.B. : If two or more than bidders have quoted as L1 bidder then the tender will finalized through Lottery process date will be informed later by e-mail.

In the event of the specified date for drawl of lottery being declared a holiday for the officer inviting Bid, lottery will be drawn at the appointed time on the next working day.

71. Providing facilities to the Engineer-Contractor:

(a) 5% price preference allowed to the Engineer-Contractors in the tender rates has been withdrawn.

(b) Exemption of E.M.D. to the Engineer-Contractors will be allowed for a maximum of three works in a financial year and the fact of awarding the work with exemption of E.M.D. shall be entered in the original registration certificate of the Engineer-Contractor.

72. Miscellaneous:

(a) The department will have the right to inspect the scaffolding and centering made for the work and reject partly or fully such structures, if found defective in their opinion.

(b) Shuttering and centering shall be made with seasoned wood planks as directed by the Engineer-in-Charge inside of which shall be lined with suitable sheeting and make leak proof and water tight or alternatively steel shuttering and centering may be used.

73. Bidders are also required to go through each clause of P.W.D. Form P₁ carefully in addition to the clauses mentioned herein before tendering.

74. The successful bidder, at his own cost, will install display board at works items mentioning information about the work.

75. A Contractor may be black listed as per amendment made to Appendix- XXXIV of O.P.W.D. Code Vol.-II on *Rules for Black Listing of Contractors* vide letter No.3365 dated 01/03/2007 & Office Memorandum No. 14402/W dated 06/10/2017 of Works Department, Odisha. As per said amendments, a contractor may be blacklisted on the following ground:

- a) Misbehavior/threatening of departmental & supervisory officers during execution of work / tendering process.
- b) Involvement in any sort of tender fixing.
- c) Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
- d) Persistent and intentional violation of important conditions of contract.
- e) Security consideration of the state i.e. any action that jeopardises the security of the State.
- f) Submission of false/ fabricated/forged documents for consideration of a tender.
- g) Non-submission of Additional Performance Security (APS) within stipulated period in pursuance to Works Department Office Memorandum No. 14459/W dated 20/09/2018 duly amended vide Office Memorandum No. 4559/W dated 05/04/2021 .

76. GENERAL INSTRUCTION TO CONTRACTORS:

- i) Any agency or contractor executing a work should be aware about the local festivals like Makar Sankranti, Raja Sankranti, Chaiti Parba, Danda Nata or any such festivals which may affect the work schedule. Therefore, the contractor should engage more work forces during working period available at his disposal to complete the work as per schedule.

- ii) In the peak summer season, working hour is curtailed by the Labour Department to avoid exposure to personnel to the scorching sun and heat. It is the duty of the agency to increase the number of work force and to employ the existing work force during morning & afternoon hours as per Government orders.
- iii) Rainfall is a normal occurrence during monsoon in Odisha. So, unless there is unusually heavy rainfall resulting in a declared calamity, the contractor is not eligible for any extension of time. The contractor should plan the deployment of workforce and machinery, so as to complete the work as per schedule considering ordinary vagaries of the nature. The same applies for borrow areas ponding also. The contractor should foresee possible ponding of borrow area in monsoon and likewise lift more quantity of soil/other materials during dry period, so as to complete the work as per schedule.
- iv) The contractor should take up the work with due diligence in the acquired land without waiting for acquisition of the entire land. This should be completed in proportionately less period depending on the quantum of available work front.
- v) The agency should plan his work programme and mobilise men & machineries considering the canal closure programme of a particular system or area. Khaiff/ Rabi closure can't be imposed arbitrarily on the farmers as per the convenience of the agency. Closure of canal for the interest of work will be solely at the discretion of the Engineer-in-Charge and can't be claimed as a matter of right.
- vi) There will always be standing crop before harvesting season as per crop schedule and this fact has to be clearly understood by the agency. Extension of time on this ground may not be considered by Divisional Officers.
- vii) Only the day(s) of elections to the Local Bodies/Assembly/Parliament will be treated as non-working day(s).

77. EXTRACT OF REVISED INSTRUCTION REGARDING ELECTRONIC RECEIPT, ACCOUNTING AND REPORTING OF COST OF TENDER PAPER AND EARNEST MONEY DEPOSIT ON SUBMISSION OF BIDS VIDE OFFICE MEMORANDUM NO. 17254/W DATED 05/12/2017 OF WORKS DEPARTMENT

1. The State Government have been working on formulation of rules and procedures for **electronic receipt, accounting and reporting of the receipt of cost of tender paper and Earnest Money Deposit on submission of bids** through the e-procurement portal of Government of Odisha i.e. "<https://tendersodisha.gov.in>" for some time past.

2. Electronic receipt of cost of tender paper has been successfully tested through SBI payment gateway. Now it has been decided to introduce electronic receipt of **cost of Tender Paper and Earnest Money Deposit on submission of bids** through payment gateway of designated banks such as SBI / ICICI Bank/ HDFC Bank for all Government Departments, State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc. in phase (ANNEXURE –I). The process outline as well as accounting and reporting structure are indicated below.

- a) It will be carried out through a single banking transaction by the bidder for multiple payments like **Cost of Tender Paper and Earnest Money Deposit on submission of bids**.

- b) Various payment modes like Internet banking / NEFT / RTGS of designated banks and their aggregator banks as well can be accessed by the intending bidders.
- c) Reporting and accounting of the e-receipts will be made from a single source.
- d) Credit of receipts into the Government accounts and to the designated bank account of the participating entities indicated in Para2 above would be faster.

3. Only those bidders who successfully remit their **Cost of Tender Paper & Earnest Money Deposit on submission of bids would be eligible** to participate in the tender/ bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender Inviting Authority, State Procurement Cell, NIC, the designated banks shall not be held responsible for such pendency or failure.

4. Banking arrangement:

- a) Designated banks (SBI/ ICICI Bank/ HDFC Bank) payment gateway are being integrated with e-Procurement portal of Government of Odisha (<https://tendersodisha.gov.in>)
- b) The Designated Banks participating in **Electronic receipt, accounting and reporting of Cost of Tender paper and Earnest Money Deposit on submission of bids** will nominate a Focal Point Branch called e-FPB, who is authorized to collect and collate all e-receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.

5. Procedure of Bid submission using electronic payment of tender paper cost and EMD by bidder:

- a) The bidders have to logon to the Odisha e-Procurement portal (<https://tendersodisha.gov.in>) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now, submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
- b) **Uploading of Prequalification / Technical/Financial Bid:** The bidders have to upload the required Prequalification / Technical/Financial bid, as mentioned in the bidding document and in line with Works Department Office Memorandum No.7885/W dated 23/07/2013.
- c) **Electronic payment of tender paper cost and EMD:** Then the bidders have to select and submit the bank name as available in the payment options.
 - i. A bidder shall make electronic payment using his/her internet banking enabled account with designated banks of their aggregator banks.
 - ii. A bidder having account in other banks can make payment using NEFT/RTGS facility of designated banks.
 - Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account, by adding the account No. as mentioned in the challan as an Interbank Beneficiary.

d) **Bid submission:** Only after receipt of intimation at the e-Procurement portal regarding successful transition by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.

e) **System generated acknowledgement receipt for successful bid submission:** System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of **Bid ID** generated in the acknowledgement receipt for tracking his bid status.

6) Settlement of cost of Tender Paper:

a. **Cost of Tender Paper:** In respect of Government receipts on account of **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate bank wise challans under the head of account for **Cost of Tender Paper** and instruct the designated banks to remit the money to the proper head of account of State Government. In respect of the cost of tender paper received through the e-Procurement portal, the remittance to the Cyber Treasury account will be made to the Head of Account 0075-Misc. General Services-800-Other Receipts-0097-Misc Receipts-02237-Cost of Tender Paper.

b. For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Treasury portal. Thereafter, remittance through NEFT & RTGS will be facilitated through the Odisha Treasury portal.

c. Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies & Local Bodies etc; **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The Cost of tender papers will be credited to the registered bank account of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc.

d. Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions), the tender fee and EMD to the bidder, in case the tender is cancelled before opening of bid as per direction received from TIA through e-procurement system.

e. Back-end Transaction Matrix of Electronic receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids is enclosed in the **Annexure-I**.

7. Settlement of Earnest Money Deposit on submission of Bids:

a. The Bank will remit the **Earnest Money Deposit on submission / cancellation of bids** to respective bidders' accounts as per direction received from TIA through e-procurement system.

8. Forfeiture of EMD:

Forfeiture of **Earnest Money Deposits on submission of bid** of defaulting bidders is occasioned for various reasons.

a. In case the **Earnest Money Deposits on submission of bid** is forfeited, the e-Procurement portal will direct the bank to transfer the EMD value from the pooling account of SPC to the registered account of the tender inviting authority.

b. The Tender Inviting Authorities of the Government Departments will deposit the forfeited **Earnest Money Deposit on submission of bid**, in the State Government Treasury under the appropriate head(8782-Cash Remittances and Adjustments between the officers rendering accounts to the same Accounts Officer-102-P.W.Remittances-1683-Remittances-91028-Remittances into Treasury) after taking the amount as a revenue receipt in their cash book under the head 0075-Misc. General Service-00-101-unclaimed Deposits-0097-Misc Receipts-02080-Misc. Deposits and submit the detail account to DAG, Puri as a deposit of the Division.

c. By clicking submit button, system will initiate the forfeiture of EMD. System will not allow the evaluator to edit the initiation after clicking the submit button. Forfeiture option can be carried out in phased manner like one bidder at a time.

9. Role of the Banks:

a) Make necessary provision/ customizations at their end to enable the provision for online payments/refunds as per this document.

b) Provide necessary real-time message to bidders regarding successful or un-successful transactions during online payment processes and re-direct them to e-Procurement website with necessary transaction reference details enabling them to submit their bids.

c) The bank shall ensure transfer of funds from the pooling account to the Government Head / Current Account of PSUs /ULBs within the next bank working day as per the directions generated from e-Procurement portal.

d) Bank should provide time reports and reference details to NIC enabling them to carry out their role as stated below.

e) Refund of amount to bidders as per the XML file provided by e-Procurement system on the next bank working day from the date of generation of the XML file and also provide a confirmation to NIC on the same.

10. Role of State Procurement Cell:

a) Communicate requirements of Government departments / State PSUs / Autonomous Bodies / ULBs online payment requirements to National Informatics Centre / the authorized banks for mapping / customization.

b) In every working day, the State Procurement Cell shall generate MIS from the e-Procurement portal to ascertain the tender paper cost received in the e-Tendering process separately bank-wise for the Government Department and the PSUs/LUBs. The SPC shall generate bank-wise separate online challans from the Odisha Treasury portal and make the remittance through over the counter facility or NEFT/RTGS (as and when this functionality is available in Treasury portal) and issue instruction to the bank for remittance of the receipt to the State Government account.

c) The State Procurement Cell shall be responsible for providing challan details and MIS in respect of the remittance towards tender paper cost to the Tender Inviting Authorities for their record.

- d) State Procurement Cell shall monitor the progress of e-Tendering by different Government Departments / State PSUs / Autonomous Bodies / ULBs through MIS. State Procurement Cell shall monitor and send monthly progress reports to the Government.
- e) The e-Procurement system will generate a consolidated refund & settlements XML file as an end of the day activity.
- f) The e-Procurement system will provide a web service for Payment Gateway (PG) provider to pull the encrypted refund and settlement details in XML file against a day.
- g) Similarly, Payment Gateway (PG) provider will provide a web service to pull the refund and settlement status against a day.
- h) The e-Procurement system will update the status accordingly for reconciliation report.

11. Role of National Informatics Centre:

- a) Customise e-Procurement software and web-pages of Government of Odisha (<https://tendersodisha.gov.in>) to enable the provision for electronic payment.
- b) The NIC, Odisha will modify / rectify the errors in electronic data relating to the Chart of Account.
- c) NIC will provide an interface to organizations to download the electronic receipt data.
- d) Enable automatic generation of daily XML files from e-Procurement system and ensure delivery of the same to the authorized banks for enabling automatic refund / settlement of funds.
- e) NIC shall enable the e-Procurement portal to generate MIS as required for the State Procurement Cell in order to make remittance of the tender paper cost to the State Government account using the Odisha Treasury Portal.

12. Role of Cyber Treasury:

- a) The cost of the tender paper deposited by the SPC using the Odisha Treasury Portal which will be accounted for by the Cyber Treasury and it shall submit the accounts to A.G.(O) as per the established process.
- b) The Cyber Treasury will provide MIS as required to the SPC for the purpose of accounting and reconciliation of the electronic remittance made to the State Government account.

13. Redressal of Public grievances :

- a) The State Procurement Cell, Odisha, National Informatics Centre, Odisha and the e-FPB will have an effective procedure for dealing with, public complaint for e-Receipt related matters. In case, any mistake is detected by any of the stakeholders in reporting of receipt of tender paper cost and EMD, either suo moto or on being brought to its notice, the State Procurement Cell, Odisha, National Informatics Centre , Odisha unit, Cyber Treasury and the bank will promptly take steps for rectification. The e-Focal Point Branch of the participating banks, National Informatics Centre, Odisha and the State Procurement Cell, Odisha will notify the contact number and address of the Help Desk for resolution of any dispute regarding e-receipt.

14. Applicability and modification of existing rules/ orders:

The modalities prescribed in this Office Memorandum for downloading of tender paper, submission and rejection of bid, acceptance of bid as well as refund and forfeiture of Earnest Money Deposit will be applicable for electronic submission of bids through e-Procurement portal. Existing provision regulating cost of tender paper and Earnest Money Deposit in OPWD Code and OGFR would stand modified to the extent prescribed in this Office Memorandum.

15. These arrangements would be made effective after signing of MoU between the designated banks and State Procurement Cell, firming up of banking arrangements and technical integration between designated bank and e-Procurement Portal.

1. This shall take effect from the date of issue of this Office Memorandum.
2. Accordingly, relevant existing codal / contractual provision exist vide Office Memorandum No.6785/W dated 09/05/2017 of Works Department stands modified to the above extent.
3. This has been concurred in by the Finance Department vide their UOR NO.:-39-WF-I dated 09/11/2017.

Sd/-.

E.I.C.-cum-Secretary to Government.

Back-end Transaction Matrix of Electronic receipt and remittance of Cost of Tender Paper and Earnest Money Deposit on submission of bids

	Cost of Tender Paper	Earnest Money Deposit on submission of bids
Government Departments	I. The <i>payment</i> towards the Cost of Tender Paper, in case of Government Departments, shall be collected in separate pooling accounts opened in Focal Point Branch call e-FPB of respective designated banks (as stated in Para-2) at Bhubaneswar on T+1 day. II. With reference to the Notice Inviting Tender / Bid Identification Number, the amount so realized is to be remitted to Government Account under the Head of Account 0075-Misc. General Services-800-Other Receipts-0097-Misc Receipts -02237-Cost of tender Paper through Odisha Treasury Portal after opening of the bid.	I. In case of tenders of Government Departments, amount towards Earnest Money Deposit on submission of bids shall be collected in a pooling account opened for this purpose at Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's account within two working days on receipt of instruction from TIA through refund and settlement of e-Procurement system. II. In case of forfeiture of Earnest Money Deposit on submission of bids, the e-Procurement portal will direct the bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the Tender Inviting Authority within two working days of receipt of instruction from TIA.
State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies	I. In case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc; the amount towards Cost of Tender Paper on submission of bids shall be collected in separate pooling accounts opened in Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar on T+1 day. II. The Paper Cost will be transferred to the respective current accounts of concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc; after opening of bid.	I. Amount towards EMD on submission of bids shall be collected in a separate pooling account of Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's account on receipt of instruction from TIA through refund and settlement of e-Procurement system within two working days from receipt of such instruction. II. In case of forfeiture of Earnest Money Deposit on submission of bids, the e-Procurement portal will direct the bank to transfer the EMD value from the pooling account of SPC to the registered account of the Tender Inviting Authority within two working days of receipt of instruction from TIA.

INFORMATION AND INSTRUCTION TO BIDDERS

1. Preparation of bid documents:

The intending bidder shall submit the bid duly filled in and signed in on-line through government web-site. The schedules attached are to be filled up completely. All the information called for should be furnished.

2. Method of submission of bid documents:

2.1 The bid documents, duly filled in and signed by the intending bidder, should be submitted in on-line through prescribed website only.

2.2 – Deleted-

2.3 If the intending bidder is an individual, the documents shall be signed by the individual above his full type written name and current address.

2.4 If the intending bidder is a proprietary firm it shall be signed by the proprietor above his full name and with his current address.

2.5 If the intending bidder is a firm in partnership it shall be signed by a partner holding the power of attorney for the firm in which case a certified copy of power of attorney shall accompany the bid documents.

2.6 If the intending bidder is a Limited Company or Corporation, it shall be signed by a duly authorised person holding the power of attorney in which case certified copy of power of attorney shall accompany.

2.7 All witness and sureties shall be of person of status and probity and their full names, occupation and address shall be stated below their signatures.

2.8 The single bids received in the 1st call shall be cancelled without opening of the bids & fresh bids will be invited.

2.9 Bids from Joint Ventures are not acceptable.

3. Opening of Bid Documents:

The technical bids will be opened on **08.05.2026 at 9.00 A.M.** in the office of the **Superintending Engineer, Earth Dam Division, Chitrakonda**. Date of opening of financial bids will be intimated to the successful bidders through their mail Ids furnished during submission of bids.

4. Qualifying Criteria:

4.1 To qualify for the tender the bidder must produce required **bid cost** as specified in the Detailed Notice Inviting Tender / Detailed Tender Call Notice.

4.2 Required bid security (E. M. D.) as specified in the Detailed Notice Inviting Tender/ Detailed Tender Call Notice should be furnished on-line by the bidders.

4.3. The intending bidder should furnish **valid contractor's registration certificate** of prescribed class and upload the scanned copy to the system in the designated place.

4.4 All intending bidders should furnish **valid Income Tax PAN Card** and upload the scanned copy to the system in the designated place.

4.5 (i) The bidder shall furnish valid **GSTIN** and upload the scanned copy of the **GST Registration Certificate** to the system in the designated place.

(ii) Bidders from outside the state who intend to participate in the tender and the new entrants of the state who have not been registered under the **Goods & Service Tax Act** as they have not started any business in the state as yet, are allowed to participate in the tender without having any **GSTIN** subject to condition that they should submit undertakings in the form of an affidavit indicating therein that they are not registered under the **Goods & Service Tax Act** as they have not started any business in the state and they have no liability under the Act. But before award of the final contract, successful bidder will have to produce the **GSTIN** otherwise his tender shall not be considered.

4.6. The bidders are required to furnish an affidavit, at the time of submission of bids, about authentication of bid documents in **Schedule-‘A’ (INFORMATION AND INSTRUCTION TO BIDDERS)** and upload the scanned copy to the system in the designated place **failing which the bids will summarily be rejected.**

4.7. A bidder or any of its constituent partners, of whose contract for any work has been rescinded or who has abandoned any work in the last three years having the contracted work as incomplete prior to the date of the bid, shall be disqualified. The information to this effect should be furnished in **Schedule-‘B’ (INFORMATION AND INSTRUCTION TO BIDDERS)** and upload the scanned copy/copies to the system in the designated place **in absence of which the bid will summarily be rejected.**

4.8. The bidder shall have to furnish an undertaking on **Certificate of No Relationship** along with the bid to the effect that he is not related to any officer in the rank of Assistant Engineer and above in the State P. W.D. or Assistant Secretary and above in the Department of Water Resources in the proforma contained in **Schedule-‘C’ (INFORMATION AND INSTRUCTION TO BIDDERS)** and upload the scanned copy to the system in the designated place. If the fact is subsequently proved to be false, the contract will be rescinded. The total security deposit including I.S.D. will be forfeited and the bidder shall be liable to make good the loss of damage resulting from such cancellation. **If the bidder fails to furnish this certificate, the bid shall be rejected.**

4.9. The **CHECKLIST** given at Para 11 of **INFORMATION AND INSTRUCTION TO BIDDERS** and the **CERTIFICATE** at Para 60 of **Special Conditions of Contract** must be ensured by the bidder. She/he has to fill up the both under his/her signature and upload the scanned copy of the same in the portal.

5. Final decision making authority:

The competent authority reserves right to accept or reject or disqualify any of the bid or pre-qualification without assigning any reason and his decision shall be final and binding on the bidders.

6. Further clarification:

The **Superintending Engineer, Earth Dam Division, Chitrakonda** may be contacted during office hours on the working days of the bidding period for any further clarification.

7. Sample of all materials:

The bidder shall supply sample of all materials before procurement for the work for testing and acceptance at his own cost as may be required by the concerned Superintending Engineer.

8. From the commencement of the work to the completion of the same, they are to be under the contractor's charge. The contractor is to be held responsible to make good all injuries, damages & repairs occasioned or rendered necessary to the same by fire or other causes and they hold the Government of Odisha harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the work. Also no claim shall be entertained for loss due to earth quake, flood, cyclone, epidemic, riot or any other calamity, whether natural or incidental. Damages so caused will have to be made good by the contractor at his own cost.

9. Where it will be found necessary by the department, the Officer-in-Charge of the work shall issue an order book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work, whenever necessary, are to be entered in this book by the P.W.D. Officers-in-charge with their dated signatures and duly noted by the contractor or his authorised agent with their dated signature(s). Orders entered in this book and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the department. The order book shall be the property of the department and shall not be removed from the site of work without written permission of the Engineer –in-Charge.

10. Guidelines/Procedure to be followed in e-procurement

(Office Memorandum No. 7885 dated 23/07/2013 duly amended vide Office Memorandum No. 11774/W dated 03/08/2017, No. 14299/W dated 03/10/2017 & No. 17254/W dated 05/12/2017 of Works Department):

1. This office memorandum consists of the procedural requirement of e-procurement and shall be made part of the Detailed Tender Call Notice or Instruction to Bidder for all “works” tenders hoisted in the portal.
2. The e-procurement portal of Government of Odisha is “ <https://tendersodisha.gov.in>”.
3. Use of valid Digital Signature Certificate of appropriate class (Class II or class III) issued from registered certifying authorities (C.A.) as stipulated by Controller of Certifying Authorities (C.C.A.), Government of India such as n-Code, Sify, TCS, MTNL, e-Mudra is mandatory for all users.
4. The D.S.C. issued to the department users is valid for the period of two years only. All the department users are responsible to revalidate their D.S.C. prior to expiry.
5. For all purpose, the server time displayed in the e-procurement portal shall be the time to be followed by all the users.
6. Government after careful consideration have decided to hoist all tenders costing 5 lakh or above in the e-procurement portal. This will be applicable across all Engineering Departments

such as Works Department, Department of Water Resources, Rural Development and Housing & Urban Development Department. Government of Odisha also welcomes hoisting of tenders by any other departments, authority, corporations, local bodies etc; of the state with prior approval from Works Department. Works Department is the nodal Department for the implementation of e-procurement in the state.

7. The e-procurement shall be operated complaint to relevant provisions of O.G.F.R./O.P.W.D. Code/Accounts Code/Government statues including any amendments brought from time to time to suit to the requirement of the best national practice.

8. Registration in the e-procurement portal is without levy of any charges but Government reserves the right to levy any charges for such value added services in future.

9. Contractor not registered with Government of Odisha, can participate in the e-procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the state Government before award of the work as per prevalent registration norms of the state.

10. For the role management “Department” is the Administrative Department, Organisation or wing is the Chief Engineer or highest tender accepting authority or equivalent officer, Division is the Superintending Engineer or equivalent officer and Sub-Division is the Assistant Executive Engineer or equivalent officer.

11. The e-procurement software assigns roles for operation of the module for specific function. The terminologies used in the portal and their respective functions in the software are as follows.

11.1 Application Administrator (NIC & State Procurement Cell).

- i. Master management.
- ii. Nodal officer creation.
- iii. Report generation.
- iv. Transfer of officer’s login ID
- v. Blocking & unblocking of officer’s and bidder’s login ID.

11.2 Nodal Officer (At Organisation level not below the Additional Chief Engineer or equivalent rank).

- i. Creation of users.
- ii. Role assignment.
- iii. Report generation.
- iv. Transfer of officer’s login ID
- v. Blocking & unblocking of officer’s login ID.

11.3 Procurement Officer- Publisher (Officer having tender inviting power at any level).

- i. Publishing of tender.
- ii. Publishing of corrigendum / addendum / cancellation of tender.
- iii. Bid clarification.
- iv. Uploading of pre-bid minutes.
- v. Report generation.

11.4 Procurement Officer-Administrator (Generally sub-ordinate officer to Officer Inviting tender).

- i. Creation of tender.

- ii. Creation of corrigendum / addendum / cancellation of tender.
 - iii. Report generation.
- 11.5 Procurement Officer -Opener (Generally sub-ordinate officer to officer inviting tender).
- i. Opening of bid.
- 11.6 Procurement Officer -Evaluator (Generally sub-ordinate officer to officer inviting tender).
- i. Evaluating bid.
- 11.7 Procurement Officer-Auditor (Procurement Officer- Publisher and/or Accounts Officer/ Finance Officer).
- i. To take up auditing.

12. NOTICE INVITING BID (NIB) or INVITATION FOR BID (IFB):

12.1 The Notice Inviting Bids (NIB) and bid documents etc; shall be in the standard formats as applicable to conventional bids and will be finalized / approved by the officers competent as in the case of conventional bids.

12.2 The officers competent to publish NIB in case of conventional bids will host the NIB in portal. Simultaneously, a notification should also be published in the news papers, as per existing rules preferably, in the following format, to effect economy.

Government of Odisha e- procurement notice.

Bid Identification No. _____.

- 1. Name of the work _____
- 2. Estimated cost ₹ _____
- 3. Period of completion _____
- 4. Date & time of availability of bid document in the portal _____
- 5. Last date/time for receipt of bids in the portal _____
- 6. Name and address of the O.I.T. _____

Further details can be seen from the e-procurement portal <https://tendersodisha.gov.in>

12.3 The tender documents published by the Tender Inviting Officer (Procurement Officer- Publisher) in the website <https://tendersodisha.gov.in> will appear in the “Latest Active Tender”. The bidders/guest users can download the bid documents only after the due date & time of sale. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the ‘Notice Inviting Bid’ after which the same will be removed from the list of “Latest Active tenders”.

13. ISSUE OF ADDENDA/CORRIGENDA/CANCELLATION NOTICE.

13.1 The Procurement Officer- Publisher (Officer Inviting Tender) shall publish any addendum/corrigendum /cancellation of tender in the website <https://tendersodisha.gov.in>, notice board and through paper publication and such notice shall form part of the bidding documents.

13.2 The system generates a mail to those bidders who have already uploaded their tenders and those bidders if they wish can modify their tenders. The bidders are required to watch the website till last date and time of bid submission for any addendum/corrigendum/cancellation thereof. Tender Inviting Authority is not responsible for communication failure of system generated mail.

14. CREATION AND PUBLISHING OF BID:

14.1 All the volumes/documents shall be uploaded in the portal by the tender creating officer (Procurement Officer Administrator) and published by the Officer Inviting Tender (Procurement Officer-Publisher) using their D.S.C.s in appropriate format so that the document is not tampered with.

14.2 The tender document comprises the notice inviting tender, bid document/SBD, drawings in pdf format and the schedule of quantities/BoQ in .xls format to be uploaded by the Officer Inviting Tender.

14.3 Procurement Officer - Administrator creates tender by filling up the following forms:

i BASIC DETAILS.

ii COVER CONTENT: The Procurement Officer- Administrator should briefly describe the name and type of documents to be uploaded by the bidder in the following format:

(a) For Single Cover/Package:

Sl.No.	Cover Type	Document Description	Type
1.	Fee/Prequal/Technical/Finance.	GSTIN, P.A.N; Contractor R.C.	.pdf
		Affidavits, undertakings and any other document as per S.B.D./D.T.C.N.	.pdf
		BoQ.	.xls

b) For Two Cover/Package:

Sl.No.	Cover Type	Document Description	Type
1.	Fee/Prequal/Technical	GSTIN, P.A.N; Contractor R.C.	.pdf
		Affidavits, undertakings and any other document as per S.B.D./D.T.C.N.	.pdf
2.	Finance.	BoQ.	.xls
		Special condition if any specifically mentioned by Officer Inviting Tender.	.pdf

iii TENDER DOCUMENT: The Procurement Officer - Administrator should upload the NIT in.pdf format.

iv WORK ITEM DETAILS.

v FEE DETAILS: The Procurement Officer - Administrator should mention the cost of tender paper and E.M.D. amount to be paid online as per Works Department Office Memorandum No. 6785/W dated 09/05/2017 duly amended vide No. 17254/W dated 05/12/2017 and as laid down in DTCN/SBD.

vi CRITICAL DATES: The Procurement Officer - Administrator should mention the critical dates of tender such as publishing date, document download start date & end date, seek clarification start date & end date (optional), bid submission start date & closing date, bid opening date as per D.T.C.N./S.B.D.

vii **BID OPENER SELECTION:** The Procurement Officer- Creator can select two / three / four bid openers for a particular bid. If required the bid openers can also be selected within an organisation from other procurement units (Circles / Divisions).

viii **WORK ITEM DOCUMENTS:** The Procurement Officer - Administrator should upload the digitally signed tender document (S.B.D./D.T.C.N.) or any other addition document/drawings in.pdf format and Bill of Quantities in .xls format.

ix **PUBLISHING OF TENDER:** The Procurement Officer - Publisher shall publish the tender using his/her D.S.C. after detail scrutiny of the fields created and documents uploaded by the Procurement Officer - Administrator. Procurement Officer-Publisher can publish tenders for multiple procurement units using multiple D.S.Cs procured for each post separately. After being relieved from the additional charges he has to surrender the additional D.S.Cs to the Nodal Officer of the concerned organization.

15. PARTICIPATION IN BID:

15.1 **PORTAL REGISTRATION :** The contractor/bidder intending to participate in the bid is required to register in the portal using his/her active personal/official e-mail ID as his/her login ID and attach his/her valid Digital Signature Certificate (D.S.C.) to his/her unique login ID. He/ She has to submit the relevant information as asked for about the firm/contractor. The portal registration of the bidder/firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/documents such as (i) ITPAN and (ii) Registration Certificate (RC) /**GSTIN** (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of R.C./**GSTIN**. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participate in the on-line bidding process.

~~15.1.1 Bidders participating through Joint Venture shall declare the authorised signatory through Memorandum of Understanding duly registered and enroll in the portal in the name and style of the Joint Venture Company. It is mandatory that the D.S.C. issued in the name of the authorised signatory is used in the portal.~~

15.1.2 Any third party/company/person under a service contract for operation of e-procurement system in the state or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement process that are undertaken through the e-procurement system irrespective of who operates the system.

15.2 **LOGGING TO THE PORTAL:** The contractor/bidder is required to type his/her login ID and password. The system will again ask to select the D.S.C. and confirm it with the password of D.S.C. as a second stage authentication. For each login, a user's D.S.C. will be validated against its date of validity and also against the Certificate Revocation List (C.R.L.) of respective C.A.s stored in system database. The system checks the unique login ID, password and D.S.C. combination and authenticates the login process for use of portal.

15.3 **DOWNLOADING OF BID:** The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience before the closing date and time of submission.

15.4 **CLARIFICATION ON BID:** The bidder may ask question related to tender online in the e-procurement portal using his/her D.S.C. provided the questions are raised within the

period of seeking clarification as mentioned in tender call notice/bid. The Officer Inviting the Bid /Procurement Officer-Publisher will clarify queries related to the tender.

15.5 PREPARATION OF BID:

15.5.1 The bids may consist of general arrangement drawings or typical or any other drawings relevant to the work for which bid has been invited. Bidder may download these drawings and takeout print for detail study and preparation of his bid. Any other drawings and documents pertaining to the works available with the officer inviting the bid will be open for inspection by the bidders.

15.5.2 The bidder shall go through the bid carefully and list the documents those are asked for submission. He shall prepare all documents including declaration form, price bid etc; and store in the system.

15.6 PAYMENT OF EMD/BID SECURITY AND COST OF BID DOCUMENTS:

15.6.1 The bidder shall transfer the Tender Paper cost online as part of its bid as mentioned under DTCN/SBD through a process mentioned in Works Department Office Memorandum No. 6785/W dated 09/05/2017 duly amended vide No. 17254/W dated 05/12/2017.

15.6.2 The bidder shall transfer the EMD/Bid Security online as part of its bid as mentioned under DTCN/SBD through a process mentioned in Works Department Office Memorandum No. 17254/W dated 05/12/2017& No. 17276/W dated 06/12/2017.

15.6.3 DELETED

15.6.4 The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 5 days of opening of the tender. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 (three) years and will be black listed by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L-1 bidder.

15.6.5 The contractor exempted from payment of EMD/Bid Security will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption.

15.6.6 -Deleted-

16. SUBMISSION OF BID:

16.1 The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid & a Financial Bid. The Technical Bid generally consists of **GSTIN**, PAN, Registration Certificate, Affidavits, Profit Loss Statement, Joint Venture Agreement, List of similar nature of works, work in hand, list of machineries and any other information required by OIT. The financial bid shall consist of the bill of quantities (BoQ) and any other price related information/undertaking including rebates.

16.2 Bidders are to submit only the original BoQ (in .xls format) uploaded by Procurement Officer - Publisher (Officer Inviting Tender) after entering the relevant fields without any alteration/deletion/modification. Multiple BoQ submission by bidder shall lead to

cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than zero value in the specified cells without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.

16.3 The bidder shall upload the scanned copy/copies of document in support of eligibility criteria and qualification information in prescribed format in portable document format (.pdf) to the portal in the designated locations of technical bid.

16.4 The bidder shall write his name in the space provided in the specified location in the protected bill of quantities (BoQ) published by the officer inviting tender. The bidder shall type rates in figure only in the rate column of respective item(s) without any blank cell in the rate column in case of item rate tender and type percentage excess or less up to two decimal place only in case of percentage rate tender.

16.5 The bidder shall log on to the portal with his/her D.S.C. and move to the desired tender for uploading the documents in appropriate place one by one simultaneously checking the documents.

16.5.1 Bids cannot be submitted after due date and time. The bids once submitted cannot be viewed, retrieved or corrected. The bidder should ensure correctness of the bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid. The bids cannot be opened even by the OIT or the Procurement Officer- Publisher/Opener before the due date and time of opening.

16.5.2 Each process in the e-procurement is time stamped and the system can detect the time of log in of each user including the bidder.

16.5.3 The bidder should ensure clarity/legibility of the document uploaded by him to the portal.

16.5.4 The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender.

16.5.5 The bidder should check the system generated confirmation statement on the status of the submission.

16.5.6 The bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.

16.5.7 The tender inviting officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.

16.5.8 The bidder is required to upload documents related to his eligibility criteria and qualification information and bill of quantity duly filled in. It is not necessary for the part of the bidder to upload the drawings and the other bid documents (after signing) while uploading his bid. It is assumed that the bidder has referred all the drawings and documents uploaded by the officer inviting the bid.

16.5.9 The bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time). The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the officer inviting the bid.

16.6 **SIGNING OF BID:** The online bidder shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness/authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false/fabricated/bogus, his EMD/Bid security shall stand forfeited & his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

17. **SECURITY OF BID SUBMISSION:**

17.1 All bid uploaded by the bidder to the portal will be encrypted.

17.2 The encrypted bid can only be decrypted / opened by the authorized openers on or after the due date and time.

18. **RESUBMISSION AND WITHDRAWAL OF BIDS:**

18.1 Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.

18.2 Resubmission of bid shall require uploading of all documents including price bid afresh.

18.3 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

18.4 The bidder should avoid submission of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc.

18.5 The bidder can withdraw his bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Procurement Officer- Publisher (Officer Inviting Tender) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.

19. **OPENING OF THE BID:**

19.1 Bid opening date and time is specified during tender creation or can be extended through corrigendum. Bids cannot be opened before the specified date & time.

19.2 All bid openers have to log-on to the portal to decrypt the bid submitted by the bidders.

19.3 The bidders & guest users can view the summary of opening of bids from any system. Contractors are not required to be present during the bid opening at the opening location if they so desire.

19.4 In the event of the specified date of bid opening being declared a holiday for the officer inviting the bid, the bids will be opened at the appointed time on the next working day.

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

19.6 The electronically submitted bids may be permitted to be opened by the predefined bid opening officer from their new location if they are transferred after the issue of Notice Inviting Bid and before bid opening. Further action on bid documents shall be taken by the new incumbent of the post.

19.7 In case of non-responsive tender the officer inviting tender should complete the e-procurement process by uploading the official letter for cancelled/re-tender.

20. EVALUATION OF BIDS:

20.1 All the opened bids shall be downloaded and printed for taking up evaluation. The officer authorized to open the tender shall sign and number on each page of the documents downloaded and furnish a certificate that “The documents as available in the portal containing _____ Nos. of pages”.

20.2 The bidder may be asked in writing/online (in their registered e-mail IDs) to clarify on the uploaded documents provided in the technical bid, if necessary, with respect to any doubts or illegible documents. The Officer Inviting Tender may ask for any other document of historical nature during technical evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the bidder’s price bid. Non-submission of legible documents may render the bid non-responsive. The authority inviting bid may reserve the right to accept any additional document.

20.3 The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.

20.4 The technical evaluation of all the bids shall be carried out as per information furnished by bidders.

20.5 The Procurement Officer-Evaluators will evaluate bid and finalize list of responsive bidders.

20.6 The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officer-Openers shall log on to the system in sequence and open the financial bids.

20.6.1 The financial bid will be opened on the notified date & time in the presence of bidders or their authorized representative who wish to be present.

20.6.2 At the time of opening of financial bid, bidders whose technical bids were found responsive will be opened.

20.6.3 The responsive bidders’ name, bid prices, item wise rates, total amount of each item in case of item rate tender and percentage above or less in case of percentage rate tenders will be announced.

20.6.4 Procurement Officer-Openers shall sign on each page of the downloaded BoQ and the comparative statement and furnish a certificate to that respect.

20.6.5 Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his D.S.C. from anywhere.

20.6.6 System provides an option to Procurement Officer - Publisher for reconsidering the rejected bid with the approval of concern Chief Engineer/Head of Department.

21. NEGOTIATION OF BIDS:

21.1 For examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask the lowest bidder for clarification of his rates including reduction of rate on negotiation and breakdown of unit rates.

22. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

22.1 The Employer/Engineer-in-Charge shall notify acceptance of the work prior to expiry of the validity period by cable, telex or facsimile or e-mail confirmed by registered letter. This letter of acceptance will state the sum that the Engineer-in-Charge will pay the contractor in consideration of execution & completion of the works by the contractor as prescribed by the contract & the amount of performance security and additional performance security required to be furnished. The issue of the letter of acceptance shall be treated as closure of the bid process and commencement of the contract.

22.2 The contractor after furnishing the required acceptable performance security & additional performance security, "Letter to proceed" or "Work Order" shall be issued by the Engineer-in-Charge with copy thereof to the Procurement Officer –Publisher. The Procurement Officer – Publisher shall upload the summary and declare the process as complete.

22.3 If the L -1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium / JV /firm where such an agency / firm already happens to be or is going to be a partner/member/proprietor, he/they shall neither be allowed for participation in bidding for three years nor his/their application will be considered for registration and action will be initiated to blacklist him/them. In that case, the L – 2 bidder, if fulfils others required criteria, would be called for drawing agreement for execution of work subject to condition that the L – 2 bidder negotiates at par with the rate quoted by the L–1 bidder, otherwise the tender will be cancelled.

23. BLOCKING OF PORTAL REGISTRATION:

23.1 If the registration certificate of the contractor is cancelled/suspended by the registering authority/blacklisted by the competent authority his portal registration shall be blocked automatically on receipt of information to that effect.

23.2 The portal registration blocked in the ground mentioned in the above Para-23.1 shall be unblocked automatically in receipt of revocation order of cancellation/suspension/blacklisting from the concerned authority.

23.3 The Officer Inviting Tender shall make due inquiry and issue show cause notice to the concerned contractor who in turn shall furnish his reply, if any, within a fortnight from the date of issue of show cause notice. Thereafter the Officer Inviting Tender is required to issue an intimation to the defaulting bidder about his unsatisfactory reply and recommend to the Chief

Manager (Tech.) for blocking of portal registration within 10 days of intimation to the defaulting bidder regarding his unsatisfactory reply with intimation to the registering authority and concerned Chief Engineer/Heads of Office if any of the following provisions are violated.

23.3.1 Fails to furnish original technical documents before the designated officer within the stipulated date and time.

23.3.2 Backs out from the bid on any day after the last date of on-line bidding till expiry of the bid validity period.

23.3.3 Fails to execute the agreement within the stipulated date.

23.3.4 If any of the information furnished by the bidder is found to be false/ fabricated/ bogus.

Accordingly, the Officer Inviting Tender shall recommend to the Chief Manager (Tech.), State Procurement Cell, Odisha for blocking of portal registration of bidder and simultaneously action shall be initiated by OFFICER INVITING TENDER for blacklisting as per Appendix – XXXIV of O.P.W.D. Code, Volume-II.

24. GUIDELINES FOR UNBLOCKING OF PORTAL REGISTRATION:

24.1 Unblocking of portal registration of a contractor shall be done by a Committee consisting of the following members:

E.I.C. (Civil)-cum-C.P.O.	-	Chairman.
Engineer-in-Chief (W.R.)	-	Member.
Concerned Chief Engineer	-	Member.
Senior Manager (Finance), S.P.C.	-	Member.
Officer Inviting Tender	-	Member.
Chief Manager (Technical), S.P.C.	-	Convener.

24.2 The Chief Manager (Tech.), State Procurement Cell will be the convener and he will maintain all records for this purpose. The committee shall meet not less than once in a month if required & shall consider the recommendation of the officer inviting tender for unblocking of portal registration. The quorum of the meeting will be four.

24.3 The minimum period of blocking of portal registration shall in no case be less than 180 days. After blocking of portal registration, the contractor whose portal registration has been blocked may file application to the concerned officer inviting tender showing sufficient ground for unblocking of his portal registration along with a treasury challan showing deposit of ₹10,000/- (Rupees ten thousand) only (non refundable) under the head of accounts '0059 – Public Works' as processing fees. The officer inviting tender shall forward the application filed by the contractor to the Chief Manager (Tech.), State Procurement Cell.

24.4 On receipt of recommendation from the concerned Chief Engineer along with the copy of challan as mentioned above, the Chief Manager (Tech.) being the member-convener of the committee shall place the case before the committee for examination and taking a decision in this regard. After examination the committee may recommend for unblocking of the portal registration of said contractor if the committee is satisfied that the fault committed by the contractor is either unintentional or done for the first time.

24.5 After scrutiny by the State Procurement Cell if it is found that the portal registration of a contractor has been blocked for the 2nd time the Chief Manager (Tech.), S.P.C. may not consider his case to be placed before the committee and may advise the concerned officer inviting tender to issue show cause notice to the contractor asking him to explain as to why his portal registration shall not remain blocked. On receipt of show cause reply from the contractor the officer inviting tender shall examine the same & if considered proper he may report to the Chief Manager (Tech.), S.P.C. along with his views furnishing the copy of the show cause reply for placement of the same before the committee for taking a decision in respect of blocking/unblocking. If the committee found that the contractor is in habit of committing such fault again and again intentionally the committee may advise the concerned officer inviting tender to initiate proceeding for blacklisting as per the existing rule.

11. The following check list must be ensured by the bidder. She/he has to fill up the check list under his/her signature and upload the scanned copy of the same in the portal.

CHECK LIST

Name of the work: Slope protection work on the down stream of Surlikonda Barrage i.e; Right side bank of potteru river in the District of Malkangiri for the year 2026-27.

e-Procurement Notice Bid Identification No. SE-EDD-CKD- 03/2026-27

Sl. No.	Documents required to be furnished	<u>Tick appropriate column</u>			
1.	Required bid cost on-line	Yes		No	
2.	Required bid security (E.M.D.) on-line	Yes		No	
3.	Affidavit for not having availed exemption of E.M.D. in three works during the calendar year 2026 (for Engineering Contractors)	Yes		No	
4.	Valid Certificate of Registration of contractor of required class	Yes		No	
5.	Certified copy of power of attorney in case of Partnership Firm/ Limited Company/ Corporation	Yes		No	
6.	Copy of valid Income Tax P.A.N. Card	Yes		No	
7.	Copy of valid GST Registration Certificate showing GSTIN	Yes		No	
8.	Affidavit on authentication of documents, Bid information(Schedule-A)	Yes		No	
9.	Information regarding litigation etc. (Schedule-B)	Yes		No	
10.	Undertaking on Certificate of No Relationship(Schedule-C)	Yes		No	
11.	Certificate at Para 60 of Special Conditions of Contract	Yes		No	
12.	Any other document, felt necessary:				
	a)	Yes		No	
	b)	Yes		No	
	c)	Yes		No	

(Signature of the bidder)

Date:

AFFIDAVIT

I/We, Sri/Smt.....aged.....years, Son/Daughter/
Wife of Sri..... at present residing At.....
P.O.....P.S.....Dist.....State.....
&Country.....PIN do here by solemnly affirm as follows:

i) That, I / We possess a valid license for execution of works contract issued by*.....belongs to.....class & is valid up to**.....I am submitting tender before the ***Superintending Engineer, Earth Dam Division, Chitrakonda, Dist. Malkangiri (Odisha)*** for execution of the work ***“Slope protection work on the down stream of Surlikonda Barrage i.e; Right side bank of potteru river in the District of Malkangiri for the year 2026-27.”*** in response to Bid Identification No . SE-EDD-CKD-03(1) / 2026-27 .

ii) I am the authorized signatory on behalf of firm / contractor for the bid of the work mentioned above.

iii) I am swearing this affidavit that all bid documents and accompanying papers those being uploaded and /or submitted by me before the ***Superintending Engineer, Earth Dam Division, Chitrakonda, Dist. Malkangiri (Odisha)*** are all authentic and bonafide documents in the eyes of the law of the land. That the facts stated in the affidavit are true to the best of my knowledge and belief.

(Signature of the bidder)

Note:

*Mention the license issuing authority.

* *Mention the date up to which the license is valid.

SCHEDULE –‘B’

Name of the work: “Slope protection work on the down stream of Surlikonda Barrage i.e; Right side bank of potteru river in the District of Malkangiri for the year 2026-27.”

e-Procurement Notice Bid Identification : SE-EDD-CKD-03/2026-27

INFORMATION REGARDING LITIGATION/ DEBARRING/ EXPELLING OF BIDDER OR ABANDONMENT OF WORK BY THE BIDDER

1.	a)	Is the bidder currently involved in any litigation relating to works?	:	
	b)	If yes, give details :	:	
2.	a)	Has the bidder or any of its constituent partners been debarred / expelled by any agency in India during the last three years?	:	
	b)	If yes, give details:	:	
3.	a)	Has the bidder or any of its constituent partners failed to perform on any contract work in India during the last three years?	:	
	b)	If yes, give details:	:	

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

I/We am/are aware that if the facts stated above subsequently proved to be false my/our contract will be rescinded with forfeiture of I.S.D.& security deposit and I/We shall be liable to make good the loss or damage resulting from such cancellation.

(Signature of bidder)

Date: _____

Address: _____

SCHEDULE-‘C’

Name of the work: Slope protection work on the down stream of Surlikonda Barrage i.e; Right side bank of potteru river in the District of Malkangiri for the year 2026-27.

e-Procurement Notice Bid Identification SE-EDD-CKD-03/2026-27

UNDERTAKING ON CERTIFICATE OF NO RELATIONSHIP

I/We hereby certify that I/We am/are not related to any officer of the rank of Asst. Engineer and above and any officer of the Department of Water Resources, Govt. of Odisha of the rank of Asst. Secretary and above. I/We am/are aware that if the facts subsequently proved to be false my/our contract will be rescinded with forfeiture of I.S.D.& security deposit and I/We shall be liable to make good the loss or damage resulting from such cancellation.

(Signature of bidder)

Date: _____

Address: _____

ODISHA PUBLIC WORKS DEPARTMENT

(FORM P₁)

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS GENERAL RULES & DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. The work proposed for execution will be notified in a form of e-procurement notice through the Government web-site <https://tendersodisha.gov.in>

This notice will state the work to be carried out, the items and approximate quantities thereof as well as the date of 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 specifications, designs, drawings and any other documents required in connection with the submission of tender signed for the purpose of identification by the Sub-Divisional Officer/ Superintending Engineer shall also be kept open for inspection by the contractor at the office of the Sub-Divisional Officer/Executive Engineer during office hours.

2. In the event of the tender being submitted by a firm it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so.

3. Receipts for payment made on accounts of works, 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. The memorandum of work tendered for and the memorandum of materials to be supplied by the Public Works Department and their issue rates shall be filled in and completed in the office of the Sub-Divisional Officer/ Superintending Engineer before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.

5. The amount of earnest money to be deposited will be 1% of the estimated cost.

6. 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 tender rate he willing to undertake each item of the work specified in the said form of invitation to tender or which contains 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 works shall submit a separate tender for each work. Tender shall bear the name of the work to which they refer should be written outside the envelope.

7. The engineer or his duly authorized assistant will open the tenders in the presence of any intending contractors who may be present at the time and will enter the amounts of the several tenders in a comparative statement in a suitable form.
8. The engineer shall have the right of rejecting all or any of the tenders.
9. In the event of a tender being selected for acceptance the engineer 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 documents with the tender. The tenderer of the selected tender shall also deposit the required amount 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 engineer may reject the tender.
- If the engineer is not competent to accept the tender himself, he will inform the tenderer of the tender which he decides to recommended 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 prescribed time. The tender with the specification and other documents signed by the tenderer will then be forwarded for acceptance to the engineer who is competent to accept the same. If the said engineer rejects the tender the security money deposited shall be refunded to the tenderer.
10. When a tender is selected for acceptance, the tenderer shall deposit the required amount of the security money. No tender shall be finally accepted until the required amount of the security money has been deposited.
11. The amount of security money to be deposited by the tenderer whose tender is selected for acceptance shall be 2 percent of the accepted value of the work. This amount 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. Performance Security Deposit, after completion of the contract with the tenderer, may be made up by deduction from the bills (each payment to be made to him) as prescribed in the memorandum under the contract. Taxes as per provisions of Government shall be deducted from the bills of tenderer.
12. When tender has been selected for acceptance and the required amount of the security money has been deposited the engineer shall scrutinize all pages of the form of *Item/Percentage 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 tenders or if he is not so competent to, shall send the form for signature of the acceptance of the officer competent to accept it.
13. All tenderers are required to submit a list of works, which are in hand at the time of submitting their tenders. The list of works are required to be submitted in the proforma by the Superintending Engineer under whom he has executed the work in order to judge their past performance (vide Works Department Circular No. 15443 dated 01/08/2005.)
14. The bidder will be suspended for the specific time as mentioned in the bid document if he backs out from the offer before acceptance of the tender by the competent authority.
15. T.D.S (Tax Deducted at Source) towards GST will be deducted at the rate prescribed in the GST ACT 2017 & as amended from time to time.

TENDER FOR WORKS

I/We here by tender for the execution for the Governor of Odisha of the work specified in the underwritten memorandum at the rates specified there in within a period of **6(Six) calendar months** from the date of written order to commence and in accordance in all respects with the specifications, designs, drawings and other documents referred to in rule 1 here of and subject to the annexed conditions of contract and with such materials as are provided for by, and in all other respects in accordance with such conditions so far as applicable.

MEMORANDUM

(a) If several sub works are included they should be detailed in a separate list.	a)	Name of work	:	Slope protection work on the down stream of Surlikonda Barrage i.e; Right side bank of potteru river in the District of Malkangiri for the year 2026-27.
	b)	Amount put to Tender	:	₹98,63,016/-
	c)	Earnest Money:	:	₹98,700/- to be paid on-line
	d)	Agreement cost	:	-----
(e) This deposit will be 2 percent of the estimated cost of the work.	e)	Initial security deposit (including earnest money) to be deposited before the commencement of the work.	:	2% (two percent) of the accepted bid value
(f) This percentage deduction from bills will be credited to the contractor's security deposit.	f)	Percentage to be deducted	:	@ 5% (Five percent) from bills
	g)	Additional Performance Security Deposit	:	As prescribed in the Detailed Notice Inviting Tender/Detailed Tender Call Notice
	h)	Time required for the work from date of written order to commence	:	06(Six) calendar months
	i)	Date of written order to commence	:	-----
	j)	Total number of items of work tendered for	:	09 (Nine) items only

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 Odisha or his successors in the office the sum of money mentioned in the said conditions.

Dated the

Signature of contractor before
submission of tender

Signature of witness
to one tender's
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 Odisha

Dated the

Superintending Engineer,
Earth Dam Division, Chitrakonda.

CONDITIONS OF CONTRACT

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

Compensation for delay.

Clause 2(a): The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the written order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract, be carried on with all due diligence (time being deemed to be of essence of the contract on the part of the contractor) and the contractor shall pay, as compensation, an amount equal to 1/2 percent on the amount of the estimated cost, if the whole work as shown by the tender for everyday that the work remains uncommenced, or unfinished after the proper dates (The work should not be considered finished until such date as the Superintending Engineer shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by the Superintending Engineer or his authorised agents, are fully complied with by the contractor to the Superintending Engineer's satisfaction). And further, to ensure good progress during the execution of the work the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month, to complete one-fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed, one half of the work, before one half of such time has elapsed, and three fourth of work before three fourths of such time has elapsed, in the events of the contractor failing to comply with the conditions, he shall be liable to pay as compensation an amount equal to one-third percent on the said estimated cost of the whole work for everyday that the due quantity of work remains incomplete. Provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.

(b) If there are possibilities of exceeding this compensation amount as mentioned in clause (a) 10% of the estimated cost, or in any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit in the hands of Government (whether paid in full at a time or deducted by installments) the Superintending

Action when whole security deposit is forfeited.

Engineer on behalf of the Governor of Odisha, shall have power to adopt any of the following courses, as he may deem best suited to the interest of the Government.

i) To rescind the contract (of which rescission notice in writing to the contractor under the hands of the Superintending Engineer shall be conclusive evidence) 20% of the value of left over work will be realized from the contractor as penalty.

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

Clause - 3: In any case in which any of the powers conferred upon the Superintending Engineer by clause 2 thereof, 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 here of and such powers shall not withstanding 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 Superintending Engineer putting in force the powers vested on him under the preceding clause may be, if he so desires, take possession of all or any tools, plants, materials and stores, in or upon the works, or the site thereof or belonging to the Contractor, or 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 Superintending Engineer whose certificate thereof shall be final, otherwise the Superintending Engineer may be noticed in writing to the contractor or his clerk of the works, foreman or other authorised agent required 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 Superintending Engineer 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 Superintending Engineer 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.

Contractor remains liable to repay compensation if action not taken under clause -5.

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

Clause - 4 : If the contractor shall desire an extension of the time for completion of the work, on the ground of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Superintending Engineer within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid and, the Superintending Engineer 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.

Extension time

The Superintending Engineer shall at the same time inform the contractor whether he claims compensation for delay.

In case where the sanction of higher authority to grant extension of time is necessary, the Superintending Engineer will send his recommendation to higher authority. If the order of the competent authority is not received within 60 days from the date of receipt of recommendation of the Superintending Engineer, the Superintending Engineer shall grant extension of time under intimation to the concerned authorities so that the contract shall remain in force, but while communicating this extension of time he must inform the contractor that extension is granted without prejudice to Government's right to levy compensation under relevant clause of the Agreement.

Clause - 5 - On completion of the work, the contractor shall be furnished with a certificate by the Superintending Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate be given nor shall the work be considered to be completed until the contractor shall have removed from the area of the premises (to be distinctly marked by the Superintending Engineer in the site plan) on which the work shall be executed all scaffolding surplus materials and rubbish, and cleared off the dirt from all wood-work, 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 the Officer of the Department of Water Resources 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 scaffoldings 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 realized by the sale thereof.

Final certificate

Sub-Clause to Clause - 5: If in the opinion of the Engineer-in-charge which shall be final and binding on the contractor occupation or utilization of a portion of the work completed in no way interferes with the progress of the rest of the work the same may be occupied or utilized by on behalf of the Government under the written order of the Engineer-in-Charge. This will not impede the right of the Engineer-in-charge to get the defects if any rectified by the contractor at his (Contractors) own cost within one year from the date of completion of the whole work provided that the contractor will not be allowed any concession either in the shape of extension of stipulated period or any other monetary compensation on account of such occupation or use.

Clause - 6: A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month and the Engineer-in-Charge or his subordinate shall take the requisite measurement for the purpose of having the same verified and the claim as far as admissible, adjusted, if possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge or his subordinate shall measure up the said work in the presence of the contractor whose countersignature to the measurement list will be sufficient warrant, and the Engineer-in-charge or his subordinate shall prepare a bill from such list which shall be binding on the contractor in all respects. Provided that, if any balance of the 10% security is outstanding from each such payment shall be deducted so much, not exceeding 5% as may be necessary to make up the balance of the security. All such intermediate payments to the contractor shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed and taken away and reconstructed or re-erected, or be considered as an admission of the due performance to the contract or any part thereof in any respect, or the accrual of any claim nor shall it conclude, determine, or effect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement or adjustment of the accounts or otherwise, or in any other way vary or effect the contract.

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

Clause -7:The final bill shall be prepared by the officers of the Department of Water Resources in accordance with the rules of the Department in the presence of the contractor within one month of the date fixed for completion of the work.

Clause - 8: If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the Engineer-in-Charge's store, or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-Charge under the conditions of this contract (such materials and stores and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning or effect of this contract are specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores noted in the annexed schedule as are required from time to time to be used by him for the purposes of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule may be set off or deducted from any sums then, due or thereafter to become due to the contractor under the contract or otherwise, or against or from the security deposit, or the proceeds of sale thereof if the same is held in Government securities, the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall not on any

Stores supplied by Government.

account be removed from the site of the work and shall at all times be open to inspection by the Engineer-in-Charge. Any such materials unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Engineer-in-Charge's store, at the prevailing market rate or at the issue rate whichever is less if by a notice in writing under his hand he shall so require, but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials.

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

Clause - 8(b): Owing to difficulty in obtaining certain materials in the open market the Government have undertaken to supply materials specified in the schedule hereto annexed. There may be delay in obtaining materials by the Department and the contractor is therefore required to keep himself in touch with the day to day position regarding the supply of materials from the Engineer-in-Charge and to so adjust the progress of the work that their labour may not remain idle nor may there be any other claim due to or arising from delay in obtaining the materials. It should be clearly understood that no monetary claim whatsoever shall be entertained by the Government on account of delay in supplying materials. However, extension of time for completion of work can be granted on timely application by the contractor vide also Clause-4.

Clause - 9: The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-Charge and lodged in his office, and to which the contractor shall be entitled to have access at such office, for the purpose of inspection during office hour and the contractor shall, if he so requires, be entitled at his own expenses to make or cause to be made copies of the specification, and of all such designs, drawings and instructions as aforesaid.

Clause -10:The Engineer-in-Charge shall have power to make any alterations in or additions to the original specifications, drawings, designs and instructions that may appear to him necessary and

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

Do not invalidate contracts.

advisable during the progress of work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge and such alteration shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which 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 differs to the original contract work and the certificate of the Engineer-in-Charge shall be conclusive as to, such proportion. And if the additional work includes any class of work, for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the sanctioned schedule of rates of the locality during the period when the work is being carried on and if such last mentioned class of work is not entered in the schedule of rates of the district, then the contractor shall within seven days of the date of his receipt of the order to carry out the work inform the Engineer-in-Charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-Charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable.

Extension of time in consequence of alteration.

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

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

Provided always that if the contractor shall commence work or incur any expenditure in regard thereof before the rates shall have been determined as lastly herein before mentioned, in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rates as shall be fixed by the Engineer-in-Charge.

In the event of a dispute, the decision of the Chief Construction Engineer of the Circle will be final.

Clause - 11: If at any time after the commencement of the work the Governor of Odisha shall for any reason whatsoever not required the whole thereof as specified in the tender to be carried out the Engineer-

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

in-Charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alterations having been made in the original specification, drawings, designs and instruction which shall involve any curtailment of the work as originally contemplated.

Clause -12: If it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution 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.

Action and compensation payable in case of bad work.

Clause - 13: All works under or in course of execution or executed in pursuance of the contract shall at all times be opened to the inspection and supervision of the Engineer - in-charge and his subordinates and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer -in-charge or his subordinates 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.

Work to be open for inspection.

Contractor or responsible agents to be present.

Clause -14: The contractor shall give not less than five days notice in writing to Engineer-in-charge or his subordinate -in charge of the work before covering up or otherwise placing beyond the reach of measurement of any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or

Notice to be given before work is covered up.

placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement, any work without the consent in writing of the Engineer in charge or his subordinate - in charge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Clause -15: If the contractor or his work people, or servants shall break, deface injure or destroy any part of a building in which they may be working or any building, road, fence, enclosure or grass land or cultivated ground continuous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work while in progress due to any cause what so ever or any imperfection became apparent in it within one year 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 expenses or in default the Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expenses (of which the certificate of the Engineer-in-Charge shall be final) from any sums that may be then, or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof and the contractor shall be liable to pay any part of the expenses not so recovered by the Engineer-in-charge.

Contractor is liable for damages to the work and for imperfection within one year of final certificate.

Clause -16: The contractor shall supply at his own cost all materials (except such special materials, if any as may in accordance with the contract be supplied from the Engineer -in -charge's store), Plant, tools, appliances, Implements, ladders, cordage, tackle scaffolding and temporary works requisite or open 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 to 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, weighing and assisting in the measurement of examination at any time and from time to time of the work or the materials. Failing him so doing the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be adjusted 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 defense of every suit, action or other proceedings at law

Contractor to supply plants, ladders, scaffolding etc; and is also liable for damages arising from non-provision of lights, fencing etc.

that may be brought any person for injury sustained owing to neglect of the above precautions, and to pay 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 -17(a): No female labourer 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 eighteen years, and shall pay to each labourer for the work done by such labourer, wages not less than the wages paid for similar work in the neighborhood. The Superintending Engineer 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 neighborhood. The Superintending Engineer shall have the right to enquire into and decide any complaint alleging that the wages paid by the contractor to any labour for the work done by such labour is less than the wages paid for similar work in the neighborhood. The officer-in-charge of the work shall have the right to decide whether any labourer employed by the contractor is below the age of twelve years and to refuse to allow any labourer whom he decides to be below the age of twelve years to be employed by the contractor.

Clause -17(b): The contractor shall, if so required by the Engineer-in-charge, employ one or more Engineering Graduates or Diploma Holders as apprentices at his own cost if the cost of work as shown in the tender exceeds ₹2,50,000/-. The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date when 90 % of the work is completed. The stipend to be paid to the apprentices should not be less than ₹2,000/- per month in case of Graduate Engineer and not less than ₹1, 800/- per month in case of Diploma Holder. The number of apprentices to be employed should be fixed by the Chief Engineer in a manner so that the total expenditure does not exceed 1 % of the tendered cost of the work.

Clause -17(c): Super/Special class contractor shall employ under him one Graduate Engineer and two Diploma Holders belonging to the state of Odisha. Likewise “A” class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to the State of Odisha. Such class of contractors executing civil works, electrical works etc., shall employ under them the technical staff as specified above belonging to the respective disciplines for supervision of their works. The employment of Graduate Engineers and Diploma Holders under the contract shall be full time and continuous and they should not be superannuated, retired, dismissed or removed personnel from any state Government or central Government service / public sector undertakings / private companies and firms or be ineligible for appointment to Government service. The contractor shall pay them monthly emoluments which shall not be less than the emoluments of

the personnel of equivalent qualification employed under the State Government of Odisha. The Chief Engineer (Roads), Odisha may however assist the contractor with names of such unemployed Graduate Engineers or Diploma Holders if such help is sought for by the contractor. The names of such engineering personnel appointed by the contractor should be intimated to the tender receiving authority along with the tender as to who would be supervising the work.

Each bill of the special class or “A” class contractor shall be accompanied by an employment roll of the engineering personnel together with a certificate of the Graduate Engineers or Diploma Holders so employed by the contractor to the effect that the work executed as per the bill has been supervised by him / them.

Clause - 18: The contract shall not be assigned or sublet without the written approval of the Superintending Engineer and if the contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any insolvency, proceedings or make any composition with his creditor or attempt to do so or if any bribe, gratuity, gift, loan, perquisite reward, or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor, or any of his servants or agents to any public officer or persons in the employment of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Superintending Engineer may there upon by notice in writing rescind the contract and the security deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if he contract had been rescinded under the clause 2 hereof, and in addition the contractor, shall not be entitled to recover or be paid for any work thereto for actually performed under the contract.

Work not to be sublet.

Contract may be rescinded and security deposit forfeited for subletting, bribing or if contractor becomes insolvent.

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

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

Clause – 20: In the case of a tender by partners, any change in the constitution of the firm shall be forth with notified by the contractor to the Engineer-in-charge for his information.

Changes in constitution of firm

In the case of failure to notify the change in the constitution within fifteen days the Engineer-in-charge may by notice in writing rescind the contracts and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract had been rescinded under clause-2 hereof, and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed

under the contract.

Clause – 21: All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Additional Chief Engineer of the Circle for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Clause - 22 : When the estimate on which a tender is made includes lump sums in respect of parts of the work the contractor shall be entitled for 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 at 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.

Lump sums in estimate.

Clause – 23: In the case of any class of work for which there is no such specification as is mentioned in the rule I, such work shall be carried out in accordance with Circle specification and in the event of there being no circle specification, then in such case the work shall be carried out in all respect in accordance with the instructions and requirements of the Engineer-in-charge.

Action where no specification.

Clause - 24: The expression “work” or “works” where used in these conditions shall, unless there be something either in the subject or context repugnant to such construction, be construed, and taken to mean the works by or by virtue of the contract contracted to be executed, whether temporary or permanent, and whether original, altered, substituted or additional.

Definition of work.

Clause – 25: Government shall be entitled to recover in full from the contractor any amount that the Government may be liable to pay under Workman’s compensation Act VIII of 1923 to any workman employed in course of execution of any part of the work covered by this contract.

Clause – 26: That for the purpose of jurisdiction in the event of dispute if any, the contract should be deemed to have been entered into within the state of Odisha and it is agreed that neither party to the contract or of agreement will be competent to bring a suit in regard to the matters covered by this contract at any place outside the state of Odisha.

Clause – 27: 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 – 28: Sanitary arrangements will be made by the contractor at his own cost for his labour camp.

Clause – 29: The contractor shall bear all taxes including GST, Income tax, royalty, fair-weather charges and tollage etc; where necessary. *However, Goods & Service Tax on works contract at the prevailing rate will be paid to the contractor over the value of work executed.*

Clause 30: Price Adjustment

30.1: Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formula given in following Para:

(a) The price adjustment shall apply for the work done from the start date given in the contract data up to end of the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.

(b) The price adjustment shall be determined during each month from the formula given in following Para:

(c) Following expressions and meanings are assigned to the work done during each month:

R= Total value of work done during the month. It would include the amount of secured advance granted, if any, during the month, less the amount of secured advance recovered, if any during the month. It will exclude value for works executed for extra items under variations.

30.2: To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

The formulae for adjustment of prices are:

30(a) (i): Adjustment of other materials component

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

$$V_M = 0.85 \times P_m / 100 \times R_x (M_1 - M_0) / M_0$$

V_M = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local materials other than cement, steel, bitumen, pipe and POL.

M_0 = The all India wholesale price index (all commodities) on 28 days preceding the date of opening of bids, as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

M_1 = The all India wholesale price index (all commodities) for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

Pm = Percentage of local material component (other than cement, steel, bitumen, pipe and POL) of the work.

30(a)(ii): Adjustment for cement component

Price adjustment for increase or decrease in the cost of cement procured by the contractor shall be paid in accordance with the following formula:

$$V_c = 0.85 \times P_c / 100 \times R \times (C_1 - C_0) / C_0$$

Vc = Increase or decrease in the cost of work during the month under consideration due to changes in the rate for cement

C₀ = The all India wholesale price index for Ordinary Portland Cement (OPC) on 28 days preceding the date of opening of bids as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

C₁ = The all India wholesale price index for Ordinary Portland Cement (OPC) for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

P_c = Percentage of cement component of the work

30(a) (iii): Adjustment for steel component

Price adjustment for increase or decrease in the cost of steel procured by the contractor shall be paid in accordance with the following formula:

$$V_s = 0.85 \times P_s / 100 \times R \times (S_1 - S_0) / S_0$$

V_s = Increase or decrease in the cost of work during the month under consideration due to changes in the rate for steel

S₀ = The all India wholesale price index for steel (Mild Steel long products) on 28 days preceding the date of opening of bids as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

S₁ = The all India wholesale price index for steel (Mild Steel long products) for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

P_s = Percentage of steel component of the work

Note: For the application of this clause, index of Mild Steel long products has been chosen to represent steel group.

30(a) (iv): Adjustment of bitumen component

Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula:

$$V_b = 0.85 \times P_b / 100 \times R_x (B_1 - B_0) / B_0$$

V_b = Increase or decrease in the cost of work during the month under consideration due to changes in the rate for bitumen

B_0 = The official retail price of bulk bitumen at the IOC / BPCL depot at nearest centre on the day 28 days prior to date of opening of bids

B_1 = The official retail price of bulk bitumen at IOC / BPCL depot at nearest centre for the 15th day of the month under consideration

P_b = Percentage of bitumen component of the work

30(a) (v): Adjustment towards differential cost of pipes

Price adjustment for increase or decrease in the cost of pipe shall be paid in accordance with the following formula:

$$V_{pi} = 0.85 \times P_{pi} / 100 \times R_x (P_{i1} - P_{i0}) / P_{i0}$$

V_{pi} = Differential cost of pipe i.e. amount of increase or decrease in rupees to be paid or recovered during the month under consideration

P_{pi} = Percentage of pipe component of the work

P_{i1} = All India whole sale price index of pipe for the period under consideration as published by the Ministry of Commerce and Industry , Government of India, New Delhi

P_{i0} = All India whole sale price index of pipe on 28 days preceding the date of opening of bids as published by the Ministry of Commerce and Industry , Government of India, New Delhi.

30(b): Adjustment of labour component

Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:

$$V_L = 0.85 \times P_l / 100 \times R_x (L_1 - L_0) / L_0$$

V_L = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local labour

L_0 = The minimum wages for unskilled labour as notified by Government of Odisha as prevailed on the last stipulated date of receipt of tender including extension, if any.

L_1 = The minimum wages for unskilled labour as notified by Government of Odisha as prevailed on the last date of the month previous to the one under consideration

P_l = Percentage of labour component of the work

30(c): Adjustment of POL(fuel and lubricant) Component

Price adjustment for increase or decrease in cost of POL(fuel and lubricant) shall be paid in accordance with the following formula:

$$V_f = 0.85 \times P_f / 100 \times R \times (F_1 - F_0) / F_0$$

V_f = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for fuel and lubricants

F_0 = The official retail price of High Speed Diesel (HSD) at the existing consumer pumps of IOCL/ BPCL/ HPCL at nearest centre on the day 28 days prior to the date of opening of bids

F_1 = The official retail price of HSD at the existing consumer pumps of IOCL/ BPCL/ HPCL at nearest centre for the 15th day of the month under consideration

P_f = Percentage of fuel and lubricants component of the work

Note: For the application of this clause, the price of High Speed Diesel oil has been chosen to represent fuel and lubricants group.

30(d): Adjustment for Plant and Machinery Spares Component

Price adjustment for increase or decrease in the cost of plant and machinery spares procured by the contractor shall be paid in accordance with the following formula:

$$V_p = 0.85 \times P_p / 100 \times R \times (P_1 - P_0) / P_0$$

V_p = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for plant and machinery spares

P_0 = The all India wholesale price index for manufacture of machinery for mining, quarrying and construction on 28 days preceding the date of opening of bids as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

P_1 = The all India wholesale price index for manufacture of machinery for mining, quarrying and construction for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

P_p = Percentage of plant and machinery spares component of the work.

Note: For the application of this clause, index of manufacturing of machinery for mining, quarrying and construction has been chosen to represent the plant and machinery spares group.

Regarding wholesale price Index (WPI) for appropriate commodity for payment of price adjustment, due to change of base year of WPI from 1993-94 to 2004-05 & 2011-12, it is observed that, the commodity 'Bars and Rod', 'Cement', 'Heavy machinery and parts' included in the list of WPI 1993-94 series are not mentioned as such in the WPI 2004-05 & 2011-12 series. Therefore, the following items in the WPI 2004-05 & 2011-12 series shall be considered corresponding to items in WPI 1993-94 series:

Sl. No.	Item in WPI 1993-94 series	Item in WPI 2004-05 series	Item in WPI2011-12 series
1.	Cement	Grey cement	Ordinary Portland Cement
2.	Bars & rods	Rebars	Mild steel long products
3.	Heavy machinery & parts	Construction machinery	Manufacture of machinery for mining, quarrying & construction

30(e): APPLICATION OF ESCALATION CLAUSE:

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

Percentage Table

Sl. No.	Category of works		% Component (cost wise)		
			Labour (P _i)	P.O.L. (P _f)	Steel (P _s) + Cement (P _c) + Bitumen (P _b) + Pipes (P _{pi}) + Plant and Machinery Spares Component (P _p) + Other Materials*
1.	R. & B. works (% of component)	Road work	5	5	
		Bridge work	5	5	
		Building work	5	5	
2.	Irrigation works (% of component)	Structural work	5	5	
		Earth, Canal & Embankment work	5	5	
3.	P. H. Work (% of component)	Structural work	5	5	
		Pipeline work	5	5	
		Sewer Line	5	5	

*Note: Further break up has been worked out considering the consumption of cement, steel, bitumen, pipe and plant & machinery spare component in the work and has been enclosed herewith in shape of “Schedule of Adjustment Data” as an “Appendix to Bid”.

Appendix to Bid
Schedule of Adjustment Data

Clause No. 30 of F2/ P1contract Sl. No.	Index description	Source of Index	Base value*	Base date*	Weightage of item**
30(a) (i)	Other materials	All India wholesale price index (all commodities) as published by the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry	Values to be filled up at the time of drawl of contract	Values to be filled up at the time of drawl of contract	
30(a) (ii)	Cement	Wholesale price index for cement (Ordinary Portland Cement) as published by the office of the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry			
30(a) (iii)	Steel	Wholesale price index for steel (Mild steel - Long products) as published by the office of the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry			
30(a) (iv)	Bitumen (VG-30)	Official retail price of bulk bitumen at the nearest IOC/HPCL depot			
30(a) (v)	Pipes	Wholesale price index for the type of pipe under consideration as published by the office of the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry			
30(b)	Labour	Minimum wage notified by the Labour & Employees State Insurance Department of Government of Odisha, India			5.00%
30(c)	POL	Official retail price of High Speed Diesel (HSD) at nearest IOCL/ HPCL/ BPCL consumer pump depot			5.00%
30(d)	Plant & machinery	Wholesale price index for manufacture of machinery for mining, quarrying and construction as published by the office of the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry			
				Total:	100%

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

**Values to be filled up in the bid document

Clause-31: After the work is finished all surplus materials and debris are to be removed by the contractor and preliminary works such as vats, mixing platforms etc; are to be dismantled and all materials removed from the site.

Clause – 32(FAIR WAGE CLAUSE):

(a) The contractor shall not employ for the purpose of this contract any person who is below the age of eighteen years and shall pay to each labourer for work by such labourers fair wages.

EXPLANATION – Fair wages means, wages, whether for time or piece work prescribed by the state P.W.D. provided that where higher rates have been prescribed under the minimum Wages Act, 1948, wages at such higher rates would constitute Fair Wages.

The Superintending Engineer 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 paragraph 1 above.

(b) The Contractor shall, notwithstanding the provision 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.

(c) In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this agreement, the contractor shall comply with or cause, to be complied with all regulation made by the 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, publications 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 Superintending Engineer or Sub – Divisional Officer concerned shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non – fulfillment of the conditions of the contract for the benefit of the workers, 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 be workers concerned.

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

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

(g) Under the provision of the Minimum Wages Act, 1948 and the Minimum Wages (Central Rules, 1950) the contractor is bound to allow or cause to be allowed to the labourers directly or indirectly employed in the work one day rest for six days continuous work and pay wages at the same rates as for duty. In the event of default, the Superintending Engineer or Sub – Divisional Officer concerned shall have the right to deduct the sum not paid on account of wages for weekly holiday to any labourer and pay the same to the persons entitled thereto from any money due to the contractor.

(h) The contractor shall at his own expenses provide or arrange for the provision of foot wear for any labourer doing cement mixing work and black topping of roads (the contractor has undertaken to execute under this contract) to the satisfaction of the Engineer-in-charge and on his failure to do so, Government shall be entitled to provide the same and recover the cost from the contractor.

(i) The contractor shall submit by the 4th & 19th of every month to the Engineer – in – charge, a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively, (1) the number of labourers employed by him on the work (2) their working hour (3) the wages paid to them (4) the accident that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (5) the number of female workers who have been allowed maternity benefit according to clause (k) and (6) and the amount paid to them failing which the contractor shall be liable to pay to government a sum not exceeding Rs 50.00 for each default or materially in correct statement. The decision of the Superintending Engineer shall be final in deducting from any bill due to contractor amount levied as fine.

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

(k) Maternity benefit rules for female workers employed by contractor:

Leaves and pay during leaves shall be regulated as follows.

1. Leave:- (i) In case of Delivery :- Maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day.

(ii) In case of miscarriage: - Up to 3 weeks from the date of miscarriage.

2. Pay:- (i) In case of Delivery :- Leave pay during maternity leave will be at the rate of the women's average daily earnings calculated on the total wages earned on the days when full time work was done during the period of three months immediately preceding the date on which she gives notice that she expects to be confined.

(ii) In case of Miscarriage :- Leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work done during a period of 3 months immediately preceding the date of such miscarriage.

Conditions for the Grant of Maternity Leave: - No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period not less than 6 months immediately preceding date on which she proceeds on leave.

Clause – 33(MODEL RULES FOR HEALTH & SANITARY ARRANGEMENTS FOR WORKERS BY ODISHA P.W.D OR ITS CONTRACTORS):

1. **Application:** - These rules shall apply to all construction works in charge of Odisha Public Works Department which are expected to continue for a year or more.
2. **Definitions:** - (i) *Work place* means a place at which an average of fifty or more workers is employed in connection with construction work.

(ii) *Large work place* means a place at which an average of 500 or more workers is employed in connection with construction work.
3. **First Aid :-** (a) At every work place there shall be maintained in a readily accessible place first aid appliances including an adequate supply of sterilizer dressings and sterilized cotton wool. The appliance shall be kept in good order and in large work places; they shall be readily available during working hours.

(b) At large work places where hospital facilities are not available within easy distance of the work, First Aid Posts shall be established and be run by a trained compounder.

(c) Where large work places are remote from regular hospitals, an Indoor ward shall be provided with one bed for every 250 employees.

(d) Where large work places are situated in cities, towns or in their suburbs and no beds are considered necessary owing to the proximity of the city or town hospitals, an ambulance shall be provided to facilitate removal of urgent cases to these hospitals. At other work places, some conveyance facilities, such as a car shall be kept readily available to take injured persons or persons suddenly fallen seriously ill to the nearest hospitals.
4. **Drinking Water:** - (a) In every work place, there shall be provided and maintained at suitable places easily accessible to labour a sufficient supply of water fit for drinking.

(b) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.

(c) Every water supply storage shall be at a distance of not less than 15M, (50 feet) from any latrine, drain or other sources of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and water proof.

(d) A reliable pump shall be fitted to each covered well the trap doors shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

(e) The temperature of drinking water supplied to workers shall not exceed 90⁰F.
5. **Washing and bathing places :-** (i) Adequate washing and bathing places shall be provided separately for men and women

(ii) Such places shall be kept in clean and drained condition.

6. **Scale of accommodation in Latrines and Urinals:** - There shall be provided within the premises of every work place latrines and urinals in an accessible place and the accommodation separately for each of them shall not be less than the following
- (a) Where the number of persons employed does not exceed 50 : No. of seats- 1 .
 - (b) Where the number of persons employed exceeds 50 but does not exceed 100: No. of
Seats- 3
 - (c) For every additional 100 persons employed : No of seats 3 per 100

(In particular cases the Superintending Engineer shall have the power to verify the scale where necessary.)

7. **Latrines and Urinals for Women:** - If women are employed, separate latrines and urinals separate from that for men and marked in the vernacular in conspicuous letter “For Women Only” shall be provided on the scale laid in these rules. Those for men shall be similarly marked “For Men Only”. A poster showing the figure of a man or woman shall also be exhibited at the entrance of latrines for each sex. There shall be adequate supply of water close to the urinals and latrines.
8. **Latrines and Urinals :-** Except in work places provided with water flushed latrines and urinals connected with water born sewerage system, all latrines shall be provided with receptacles on dry earthen system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. The receptacles shall be tarred inside and outside at least once a year.
9. **Construction of latrines:** - The inside wall shall be constructed of masonry or stone materials and shall be cement washed inside and outside at least once a year. The dates of cement washing shall be noted in register maintained for this purpose and kept available for inspection.
10. **Disposal of Excreta:** - Unless otherwise arranged for by the local sanitary authorities, arrangement for proper disposal of excreta by incineration at the work place shall be made by means of suitable incinerator approved by Asst. Director of Public Health or Municipal Medical Officer or Health Officer as the case may be, in whose jurisdiction the work place is situated. Alternatively excreta may be disposed off by putting a layer of night soil at the bottom of pucca tank prepared for the purpose and covering it with a layer of waste or refuse and then covering it up with 6 inch layer of earth for a fortnight when it will turn into manure.
11. **Provision of shelters during rest :-** At every work place, there shall be provided free of cost two suitable shades one for meals and the other for rest for use of labourers. The height of the shelter shall not be less than 3.30 M (11 feet) from the floor level to the lowest part of roof.
12. **Crèches :-** (a) At every work place at which more than 50 women workers are employed, there shall be provided one hut for the use of children under the age of 6 years, belonging to such women and shall be used for infants games and play and their bed room. The hut shall not be constructed on a lower standard than the following.

- i. Thatched roofs
- ii. Mud floors and walls

iii. Planks spread over the mud floor and covered with matting

The hut shall be provided with suitable and sufficient opening for light and ventilation. There shall be adequate provision for sweepers to keep the place clean. There shall be two dhais in attendance. Sanitary utensils shall be provided to the satisfaction of the Health Officer of the area concerned. The use of the hut shall be restricted to children, their attendant and mothers of children.

- (b) Where the number of women workers is not more than 50, the contractor shall provide one hut and one dhai to look after the children of women workers.
- (c) The size of crèche shall vary according to the number of women workers.
- (d) The crèche shall be properly maintained and necessary equipment like toys etc. shall be provided.

13. **Canteen:** - A cooked food canteen on a moderate scale shall be provided for the benefit of workers whenever it is considered expedient.

Clause-34

(ODISHA P.W.D. / ELECTRICITY DEPARTMENT CONTRACTORS' LABOUR REGULATIONS):

1. **Short title:** These regulations may be called "The Odisha Public Works Department / Electricity Department contractors' Regulations."

2. **Definitions:** In these regulations unless otherwise expressed or indicated the following words and expression shall have the meaning hereby assigned to them respectively, that is to say:

- 1. "Labour" means workers employed by a contractor of the Odisha Public Work Department / Electrical Department directly / 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 notice regarding wages, etc.:

The contractor shall:

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

(b) Send a copy such notices to the Engineer – in – charge of the work.

4. Payment of wages:

1. Wages due to every worker shall be paid to him direct.
2. All wages shall have to 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 one on which his employment is terminated.
- (5) All payments of wages shall be made on 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 wages 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 Superintending Engineer may grant an exemption from the maintenance of wage bond, wage cards to a contractor who in his opinion may not directly or indirectly employ more than 100 persons on the work.

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

- (1) The wage of a worker shall be paid to him without any deduction of any kind except the following:
 - (a) Fines
 - (b) Deduction 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) Deduction for damage or loss of goods expressly entrusted to the employed person for custody, or for loss of money for which he is required to account where such damage or loss is directly attributable to his neglect or default.
- (d) Any other deductions which the Government 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 for showing cause against such fines or deduction.
- (3) The total amount of fines which may be imposed in anyone wage period on a worker shall not exceed an amount equal to five paisa 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 deductions 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 or fine can be imposed. It shall display such list and maintain it in a clean and eligible condition in conspicuous places of the work.

9. Preservation of register:-

The wage registers, the wage cards and the register of fines, deductions 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/ inquiry:-

The Labour Welfare Officer or any other persons authorised by the Government of Odisha 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 the regulations. He shall investigate into any complaint regarding default made by the contractor/Sub-contractor in regard to such provisions.

11. Report of Labour Welfare Officer:-

The Labour Welfare Officer or other authorised as aforesaid shall submit a report of the result of his investigation or enquiry to the Superintending Engineer concerned indicating the extent, if any, to which the default has been committed with a note that necessary deduction from the contractor's bill be made and the wages and the other dues be paid to the labourers concerned.

12. Appeal against the decision of Labour Welfare Officer:

Any person aggrieved by the decision and recommendation of the Labour Welfare Officer or other person so authorised 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 Superintending Engineer 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 Odisha on his behalf.

14. Submission of return:-

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

15. Amendment:-

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

Clause-35(ADDENDUM TO CONDITIONS OF CONTRACT):

1. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

1.1. The bidder / tenderer whose bid has been accepted will be notified of the award by the Engineer-in-Charge prior to expiration of the validity period by cable, telex or facsimile confirmed by registered letter. This letter (herein after and in the conditions of contract called the “Letter of acceptance”) will state the sum that the Engineer-in-Charge will pay the contractor in consideration of the execution, completion and maintenance of the works by the contractor as prescribed by the contract (herein after and in the contract called the “contract price”).

1.2. The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (I.S.D.) and additional performance security in accordance with the provisions of the agreement.

1.3. The agreement will incorporate all agreements between the officer inviting the bid / Engineer-in-Charge and the successful bidder. Within 15 (fifteen) days following the notification of award along with the letter of acceptance, the successful bidder will sign the agreement and deliver it to the Engineer-in-Charge. Following documents shall form part of the agreement.

i/ The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance there of together with any correspondence leading there to and required amount of performance security including additional performance security.

ii/ Standard P.W.D. form P1.

2. TIME CONTROL

2.1 Progress of work and re-scheduling programme.

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

2.1.2. Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-charge for approval and programme commensurate to clause no 2 showing the general

methods, arrangements, and timing for all the activities in the works along with monthly cash flow forecast.

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

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

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

2.1.6 The Engineer-in-charge's approval of the programme shall not alter the contractor's obligations. The contractor may revise the programme and submit it to the Engineer-in-charge again at any time. A revised programme is to show the effect of variations and compensation events.

2.2. Extension of the Completion date.

2.2.1 The time allowed for execution of the work as specified in contract data shall be the essence of the contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of award after the date on which the Engineer-in-charge issue written orders to commence the work or from the date of handing over of the site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money and performance guarantee/security deposit absolutely.

2.2.2 As soon as possible after the contract is concluded the contractor shall submit a time and progress chart for each milestone and get it approved by the Department. The chart shall be prepared in direct relation to the time stated in the contract documents for completion of items of the work, it shall indicate the forecast of the dates of commencement and completion of various trades of section of the work and may be amended as necessary by agreement between the Engineer-in-charge and the Contractor within the limitation of time imposed in the contract documents, and further to ensure good progress during the execution of the work the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.

2.2.3 In case of delay occurred due to any of the reasons mentioned below, the contractor shall immediately give notice therefore in writing to the Engineer-in-charge but shall nevertheless use

constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the works.

i. Force majeure or

ii. Abnormally bad weather or

iii) Serious loss or damage by fire or

iv) Civil commotion, local commotion of workmen, strike or lockout, officers any of the 'heads employed on the work or

v) Delay on the part of other contractors or tradesmen engaged by Engineer-in-charge, in executing work not forming part of the contract.

vi) In case of variation is issued which makes it impossible for completion to be achieved by the intended completion date without the contractor taking steps to accelerate the remaining work and which would cause the contractor to incurred additional cost or

vii) Any other cause, which, in the absolute discretion of the authority mentioned, in contract data is beyond the contractor's control.

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

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

2.3. Compensation for delay.

2.3.1 If the contractor fails to maintain the required progress in terms of clause 2 or to complete the work and clear the site on or before the contract or extended date of completion he shall without prejudice to any other right or remedy available under the law to the Government on account of such breach pay as agreed compensation the amount calculated at the rates stipulated below as the Additional Chief Engineer(whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day /month (as applicable) that the progress remains below that specified in clause 2 or that the work remains incomplete. This will also apply to items or group of items for which a separate period of completion has been specified compensation @1. 5% per month for delay of work, delay to be computed on per day basis. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the tendered value of work or to the tendered value of the item or group of items of work for which a separate period of completion is originally given. The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with the Government. In case the contractor does not achieve a particular milestone mentioned in contract data, or the rescheduled milestone(s) in terms of clause 2.5 the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a

milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s) the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s) amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

2.4. Bonus for early completion:

The incentive for timely completion should be on a graduated scale of 1 (one) percent to 5 (five) percent of the contract value. Assessment of incentives may be worked out for earlier completion of work in all respect in the following scale.

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

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

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

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

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

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

2.5 Management of Meetings.

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

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

(RELEVANT PROVISION IN THIS CONTRACT STANDS MODIFIED ACCORDINGLY)

Clause-36: The terms and conditions of the agreements have been read/ explained to me/us and I/we certify that I/we have clearly understood them.

Contractor

Superintending Engineer

SPECIAL CONDITIONS OF CONTRACT

1. DEFINITIONS:

In the contract (as hereinafter defined) the following words and expressions will have the meanings here by assigned to them:

- a) **Approved/Approval-** Means approved in writing.
- b) **Construction Plant-** Means all equipments, appliances or things of whatsoever nature required for the execution or completion, maintenance of the works or temporary works but does not include materials or other things intended to form or forming part of the permanent work.
- c) **Contract** - Means the *Detailed Tender Call Notice, Instruction and Information to bidder, General and Special Conditions of Contract, Technical Specification*, drawings, tender (including schedule of quantities and tender prices), the formal agreement and all agenda and attachment related to the above.
- d) **Contractor-** Means the particular person, firm or corporation with whom the contract has been made for executing the work.
- e) **Drawing** - Means the drawings referred to in the specifications, any modifications of such drawings approved in writing by the Engineer-in - Charge and such other drawings as may from time to time be furnished or approved in writing by the Engineer-in-Charge.
- f) **Engineer-in-Charge** - Means the Superintending Engineer in-Charge of the work specified or parts of the works under the contract, or such other departmental assistants or sub-ordinates to whom the Superintending Engineer- in-Charge may have delegated certain duties, acting separately within the scope of the particular duties entrusted to them.
- g) **Government** - Means Government of Odisha, Department of Water Resources.
- h) **I.S.S. /B.I.S.** - Means Indian Standard Specifications/Bureau of Indian Standard.
- i) **Temporary works** - Means all temporary works of every kind required for the performance of the contract.
- j) **Specification** - Whenever the terms “ specification “ is used, apart from a specified standard specification, it shall mean the specification or plan prepared for a particular site as instructed to the contractor in executing that item of work.

2. EARNEST MONEY DEPOSIT/BID SECURITY:

- i) Bidders are required to deposit earnest money/bid security on-line as specified in the *Detailed Notice Inviting Tender/ Detailed Tender Call Notice*.
- ii) Adjustment of earnest money/bid security given with one bid shall not be entertained for other bid.

Bidders registered as “Engineer-Contractors” desirous to avail exemption of E.M.D. for participating in bid shall have to furnish an affidavit for not having availed this facility in three awarded works during the year **2026-27** and upload the scanned copy to the system in the designated place and produce the ***original affidavit & registration certificate at the time of opening of the bid failing which the bid will be rejected.***

3. TAX CERTIFICATES:

The bidders are required to upload the scanned copies of valid I.T.P.A.N. Card & **GSTIN** in the portal failing which the bid may not be considered, but bidders from outside the state who intend to participate in the tender and who have not been registered under the **G.S.T. Act** as they have not started any business in the state as yet, are allowed to participate in the tender without having any **GSTIN** subject to condition that they should upload scanned copy of the undertaking in the form of an affidavit indicating there in that they are not registered under **G.S.T. Act** as they have not started any business in the state & they have not any liability under the Act. But before award of the final contract, such bidders will have to produce the **GSTIN**

4. VALIDITY OF BID:

4.1 Deleted.

4.2 The bidder must upload the scanned copy of valid registration certificate in the portal otherwise his/her bid shall be declared as non-responsive & shall be liable for rejection.

4.3 The rate quoted shall remain valid for a period of 90 (ninety) days from the last date prescribed for receipt of bids.

4.4 The bid which is not in the prescribed proforma and is not strictly in accordance with the terms and conditions of the *Detailed Tender Call Notice/ Information and Instruction to Bidders* is liable for rejection.

4.5 Alternate bids, conditional bids and bids containing indefinite terms will not be entertained.

The bids will be considered by giving special emphasis on the capability of the bidder.

4.6 Rate quoted should be for finished items of work and for sufficiency as per the description of the schedule of quantity and specification and shall include all taxes including **GST** on works contract, royalty, cess and general and incidental charges pertinent to the work, other charges of materials, octroi duty, ferry tolls, conveyance charges and other costs on account of land and building including temporary building required by the bidder for collection of materials, storage, housing of staff or other purpose for the work. Bids containing indefinite terms shall not be considered. *However, Goods & Service Tax on works contract at the prevailing rate will be paid to the contractor over the value of work executed and the contractor has to quote its rate accordingly.*

4.7. The rate should be quoted in Indian Currency.

4.8 The bid is to be decided as per prevailing codal provisions taking into consideration the capacity of the bidder and equipments available with him for the work. The authority reserves the right to reject any or all bids without assigning any reason there to.

4.9 In order to qualify for consideration for award of the contract the bidder should satisfy the bid criteria as stipulated in the ***Information & Instruction to bidders*** as well as in the ***Detailed Tender***

Call Notice. To substantiate the bidder is required to submit authentic records duly certified by the Superintending Engineer of the department in support of such experience.

4.10 Rate to be quoted by the contractor should be consistent and rational. Bids with inconsistent rate and / or speculative rate shall be liable for rejection.

4.11 The payment for R.A. bill(s) will be made on level section measurement for earth work and no string section measurement will be considered.

4.12 All the bidders are required to submit along with their bid a declaration about the names of their relatives employed in the Department of Water Resources. In case they have no relative in Water Resources Department a certificate (**Schedule-C**) to that effect shall have to be furnished.

4.13 An affidavit (**Schedule-A**) shall be furnished by the bidder, at the time of submission of bid, about authentication of the bid documents.

5. AWARD OF CONTRACT:

5.1 The bidder whose bid is selected for acceptance shall within a period of **15 (fifteen)** days upon written intimation being given to him by registered post, deposit initial security deposit @ 2% (two percent) of the accepted bid value and sign the agreement in the P.W.D. form P1 for fulfillment of the contract in the office of the Engineer-in-Charge. This initial security deposit and the amount deduction from each running bill as per P1 agreement shall be retained as performance security deposit for the fulfillment of this contract. **This security deposit will carry no interest.** Failure to enter into the required agreement and to pay the initial security deposit as above within the specified period shall entail **suspension of the bidder for the specific time as mentioned in the bid document**. No bid shall finally be accepted until the required amount of security money is deposited. The written agreement to be entered into between the contractor and the government shall be the foundation of the rights of both the parties and the contract shall be deemed to be incomplete until the agreement is first signed by the contractor and then by the Superintending Engineer. The department will accept the initial security deposit in the accepted form prescribed in clauses as above pledged in favor of the Engineer-in-Charge and in no other form. Successful bidder registered under other state government/M.E.S. /Railways/C.P.W.D. has to register under the state P.W.D. before award of the work.

5.2. In case of delay in acquisition of land no compensation will be admissible but extension of time will be granted.

5.3. The earnest money/bid security deposited by the unsuccessful bidder will be refunded as per relevant rules in force.

5.4. Special class contractor shall employ under him one graduate engineer and two diploma holders belonging to the state of Odisha. Likewise, an 'A' class contractor shall employ under him one graduate engineer or two diploma holders belonging to state of Odisha. The employment of such graduate engineer and diploma holders under the contractor shall be for full time and continuous and they shall not be superannuated, retired, dismissed or removed personnel from any state government/central government service/public sector undertakings/private companies and firm or be ineligible for appointment to government service. The contractor shall pay them monthly emoluments, which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Government of Odisha. The Chief Engineer (Roads), Odisha may however assist the contractor with names of such unemployed graduate engineers and

diploma holders if the contractor seeks for such help. The name of such engineering personnel appointed by the contractor who would be supervising the work should be intimated to the tender receiving authority along with each tender. Each bill of the contractor shall be accompanied by an employment roll of engineering personnel together with certificate of the graduate engineer or diploma holder employed by the contractor to the effect that the work executed as per the bill has been supervised by him.

5.5. No part of the contract shall be sublet without written permission of the Engineer-in-Charge or any transfer is made by power of attorney authorizing others to receive payment on behalf of the contractor.

5.6 No bidder is permitted to furnish his bid in his own manuscript paper.

6. OBSERVATIONS OF LAWS AND LOCAL REGULATIONS, ACCIDENTS AND SAFETY MEASURES : The contractor shall observe all state and local rules & regulations so far as they are relevant in controlling the operations involved carrying out the work and indemnify the government and employees of the government against all suite, losses, demands, actions, judgments and cost of every kind resulting from the commissions and omissions of the contractor and his employees in violation of the said rules and regulations.

6.1 The bidder shall be liable to fully indemnify the department for payment of compensation under *Workmen's Compensation Act VIII of 1923* on account of the workmen being employed by him and the full amount of compensation awarded by any competent *court of law* to the workmen will be recovered from the contractor and will be paid to the workmen as per direction of the court.

6.2 The contractor shall have to abide by the *Labour Laws and Rules* in vogue and shall provide at his own cost housing, water supply, sanitation, medical aid and other facilities to the labourers engaged in the work as required under Labour Laws and Regulations. The contractor shall not employ labour of minor age group.

6.3 The contractor shall have to abide by the safety code introduced by the government of India, Ministry of Works, Housing and Supply in their standing order No.44150 dated 25/11/1957.

6.4 Blasting where required shall be taken up only when proper precautions have been taken for the protection of lives and property in accordance with *I.S. 4081 – 1967: Safety code for blasting and related drilling operations*. Only persons licensed for and thoroughly conversant with the working methods and precaution to be observed in using explosives shall carry out blasting. To avoid the danger of injury from flying debris, all personnel in a blasting area shall retreat to an adequate cover. While carrying out excavation adequate precautions in accordance with *I.S. 3764 – 1966: Safety code for excavation works* shall be taken for the safety of workers. The contractor shall have to abide by the blasting rules & regulations.

6.5 In case of any damage to government or public property or to the property owned to any person or firm or body due to negligence or any such action of the contractor resulting in damage or stoppage of work there by, the contractor shall be liable to be penalised to the extent of the assessed value of the damage or the out turn lost.

7. ADDRESS & CHANGE OF ADDRESS OF CONTRACTOR:

The bidder must mention in the bid, his correct postal address where letters can be delivered to him. All correspondence with the bidder will be made through post in the address given in the bid. The

department will not hold responsible for non receipt of any letter by the bidder either for wrong address given by him or for his absence from the given address. The contractor shall inform the Engineer-in-Charge and the department any change of his postal address from time to time from the one given in the bid and authorize any person with due intimation to the Engineer-in-Charge and the department to receive instructions or communications from the department on his behalf, failing which the said undelivered instructions and communications published in the notice board of the Engineer-in-Charge shall be treated to be intimation to the contractor and the same shall be binding on him. All the correspondence should be made in English.

8. ARCHAEOLOGICAL FINDINGS:

The contractor shall deliver to the Engineer-in-Charge all articles of archaeological importance as and when those are found in course of execution.

9. CONTEMPORARY CONTRACTORS:

The contractor shall take into consideration the needs and requirements of other contractors, if any, working in the vicinity during the tenure of his contract and shall neither take nor cause to be taken any steps or actions that may cause disruption / disturbance to their work, labour or arrangements etc. Any action by the contractor that the Engineer-in-Charge in his unquestioned direction may consider as infringement of the above would be considered as a breach of contract and he may take such action against the contractor as deemed fit.

10 TAXES:

a. Goods & Service Tax on works contract at the prevailing rate over & above the value of work executed will be paid to the contractor and accordingly the rate shall be quoted by him for all the materials that he will have to purchase for performance of this contract including royalty & other taxes.

b. Deductions of **GST** on works contract turn over at the source shall be made from each bill at the existing rates. In case any amendment/modification to the existing provision is made during the tenure of the contract, the same will be applicable to this contract.

c. Income Tax:

1% (one percent) of the gross amount of each bill will be recovered from the contractor towards income tax. In case any amendment/modification to the existing provision is made by government/ Income Tax Department during the tenure of the contract, the same will be applicable to this contract

11. INTEREST:

Under no circumstances interest is payable for dues of the contractor if any lying unpaid or payable for the work.

12. PLANS AND DRAWINGS:

The work has to be carried out in accordance with the Odisha Detailed Standard Specification and relevant I.S. Specification pertaining to the tendered items of work and specifications and special conditions appended here to. Drawings will be supplied to the contractor to execute the work in general conformity therewith. These drawings will be supplemented by such additional, general and detail drawings or directions as may be considered necessary or desirable as the work progresses. No claim will be entertained due to change of drawing. Where details shown on those drawings differ from the requirement of the specifications, the requirement of the specifications shall govern and the contractor shall not work without proper drawings, direction and instructions. He shall

check all drawings carefully and bring to the notice of the Engineer-in-Charge any error and omissions discovered, where upon the Engineer-in-Charge shall prepare revised additional drawings and specifications as may be required. All such additional general and detailed drawings will be binding on the contractor under the same terms and conditions as provided in clauses of P1 agreement. The decision of the Engineer-in-Charge with regard to specification is final, for which no compensation or claim will be entertained.

13. CONSTRUCTION PROGRAMME:

A.i) The contractor shall have to submit the construction programme i.e. the plan and programme of execution for completion of the work at the time of agreement to the Engineer-in-Charge. The Engineer-in-Charge shall have to approve the said construction programme by fixing a pragmatic mile stone with reference to the provisions laid down under clause 2(a) of the condition of the contract, for timely completion of the work and accordingly the work is required to be executed.

ii) If the revised construction programme is required on account of non-completion of work for which extension of time is required or for disruption of the execution in the stipulated period, the contractor shall have to submit the same to the Engineer-in-Charge along with the extension of time application, if extension of time is prayed for or immediately after disruption of the execution mentioning the clear reasons as the case may be, for revision of work programme. The decision of the Engineer-in-Charge is final and binding on the contractor. The contractor shall arrange for additional shifts whenever necessary to suit the revised construction programme. No extra payment on this account is admissible.

B. The contractor has to make adequate lighting arrangements for night works wherever necessary in fulfillment of the construction programme at his own cost and no extra payment on this account will be admissible.

14. AVAILABILITY OF LABOUR:

Labour required for the work may not be available to the full extent in the locality. The contractor may have to import labour from outside. He shall arrange and regulate the labour strength according to the necessity. The department shall not entertain the claim for any idle labour whether or not at the fault of the contractor or due to any other reasons whatsoever. The contractor's percentage rate in the tender are deemed to have adequate coverage on account of import and employment of required labours and providing facilities and amenities to them.

15. SUSPENSION OF WORK:

The Engineer-in-Charge may from time to time by written orders without in any way deviating the contract, direct the contractor to suspend the work or any part thereof at such time and the contractor shall not after receiving such written order proceed with the work or items thereof ordered to be suspended until he shall have received a written notice from the Engineer-in-Charge to proceed with the work again. Should the work be ordered to be suspended directly in the interest of safety of the work due to acts of God or major war or indirectly as a result of the contractor not complying with any of the provisions of the contract in respect of the quality of the materials, workmanship, programme of execution he shall not be entitled to claim any compensation for any loss he may be put to directly or indirectly for such suspension of work. During the period of suspension of the work the contractor shall properly protect and secure the works as necessary in the opinion of the Engineer-in-Charge.

16. ITEMS NOT COVERED IN THE SCHEDULE:

The items of work not covered in the agreement shall be paid in the current schedule of rates of the state and those not covered by the said schedule of rates will be paid on actual analysis approved by competent authority.

17. FORCE MAJEURE:

The contractor shall take all precautions to protect the work from damages due to rains, flood, cyclones & fire or by any other natural calamity, public agitation or riots etc; and also make good such damage, if any, at his own cost during the period of execution and till the work is taken over by the department. No compensation will be paid to the contractor on account of idle labour due to above reason.

18. TOOLS AND PLANT:

The contractor should arrange necessary tools, plant and machineries for the efficient execution of work at his own cost and the rates quoted should be inclusive of such charges. The department may lend on hire some machineries for use in the work subject to their availability on terms and condition as shall be specified by the department from time to time and after execution of necessary agreement. But on the plea of non supply of machineries by the department, the works should not be delayed nor any compensation on such account is tenable nor will the contractor be eligible for any time extension on that score.

19. HAUL ROADS:

All haul roads to borrow areas and quarries will be constructed and maintained by the contractor at his own cost. The roads so constructed shall be allowed to be used free of cost by agencies working in other reaches including government department unless otherwise restricted by the Engineer-in-Charge.

20. DEPARTMENTAL STOCK MATERIALS:

The contractor may be issued stock materials as per terms and conditions specified under clause - 8 of P1 contract for bonafied use in the work. It shall be his responsibility to make all arrangements for proper transportation, safe storage, watch and ward of materials and all other charges incidental there on. No payment shall be made on this account to the contractor separately. He shall be responsible for any loss or damage of departmental materials and machinery during transit and execution of work.

21. CONSTRUCTION SHEDS:

Temporary structures may be erected by the contractor at his expenses for storage sheds, office, residence, labour hutments etc; on the land available with the department with the permission of the Engineer-in-Charge. On completion of the work these structures should be dismantled and the site cleared and handed over to the department.

22. RATE:

22.1. In the event of delay in supply of departmental materials or supply of detailed structural designs for unavoidable reasons, reasonable extension of time will be granted on the application of the contractor. But no claim for monetary compensation will be entertained under any circumstances.

22.2. Any slipped debris and other foreign materials deposited on the working region on account of rain, flood or any other cause prior to and during the course of execution and till the work is

completely taken over by the department have to be cleared by the contractor at his cost. The rate quoted by the contractor shall be inclusive of all such contingencies.

22.3. The contractor shall not interfere with the execution of water supply or electrical arrangements or any other works entrusted to any other agency by the department at any time during progress of work.

22.4. It shall be the responsibility of the contractor to make such arrangements, as may be required from time to time, to protect men, machineries and the works against damage due to flood and other acts and the department accepts no liability whatsoever for damage or loss on this context.

23. SITE CLEARANCE:

Such portion of the site of work as may be considered necessary for the purpose of alignment and demarcation shall be cleared of jungle, if any, by the contractor at his own cost. The limits of the structure within which work will be carried out within the scope of the contractor shall be suitably demarcated by the department. The contractor has to supply necessary labour & materials at his own cost for fixing benchmark pillars/alignment pillars / alignment and also for layout, leveling and profiling and maintaining the same till completion of the work. The contractor at his own cost will supply cement concrete pillars required for layout. The layout and bench mark pillars already laid out by the department is to be preserved while taking up excavation works.

24. NO CLAIM FOR IDLE LABOUR:

The contractor should keep himself in touch with the Engineer-in-Charge for smooth execution of work and arrange adequate labour depending upon the work load and working space available. No claim whatsoever for detention / idle of labour will be entertained.

25. OTHER CONTRACTORS:

Contractor's operations shall be so planned as to prevent water from his work flowing or finding way in to the neighboring reaches. In the event of water from his reach flowing or finding way into the neighboring or subsequent reaches, the contractor shall be liable to pay compensation towards any expenditure incurred and loss or damage sustained by the concerned contractor on account of the said reasons unless they otherwise mutually settle the issue amongst themselves. Provided that if there by any dispute among the contractors on the account of such compensation arises, the decision of the Engineer-in-Charge shall be final and conclusive and binding on concerned contractor.

26. ORDER BOOK:

An order book with pages serially numbered will be issued by the Superintending Engineer which shall be maintained by the Sectional Officer systematically till completion of the work and there after surrender it to the Engineer-in-Charge for record. The order book shall be available at the site during working hours for recording instructions relating to the work. Orders regarding the work as and when necessary shall be entered in this book by the Superintending Engineer or his superiors in office with their dated signature in exercise of statutory power vested on them which shall be duly noted by the contractor or his authorized agent with his dated signature. The Superintending Engineer's sub-ordinate in-charge of work shall also record his observation of defective work and such orders / observations entered in this book, and noted by the contractor's agent, shall be considered to have been duly given to the contractor. Similarly orders entered by the Additional Chief Engineer and Chief Engineer shall be deemed to have been duly issued by the Engineer - in - Charge for the contract.

27. CLAIM BOOK:

A claim book of pages serially numbered shall be issued by the Superintending Engineer to the contractor who shall maintain it systematically and securely and shall record in it such items as are not covered by this contract and/or claimable as extra claim shall be entered in this book under the dated signature of the contractor or his duly authorized agent at the end of each month.

A certificate should be furnished by him along with those claims to the effect that “beyond the claims entered in the book, the contractor has no other claims up-to-date”. If in any month there are no claims to be recorded, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be definite and should give also as far as possible the quantities as well as the total amount claimed. The claim book must be submitted regularly by the contractor to the Engineer-in-Charge by the 10th day of each month for his orders. Claims not made in this manner are liable to be summarily rejected. The claim book shall be finally surrendered by the contractor to the Engineer-in-Charge for record.

28. RULE TO VERBAL ORDER:

It shall be the contractor's responsibility to get any verbal orders, instructions or directions confirmed in writing without which no cognizance will be taken of such verbal orders, instructions or directions for settlement of any claim arising thereof.

29. STATUTORY OBLIGATIONS OF CONTRACTOR:

The contractor shall have to arrange water required for the work at his own cost.

29.1. The contractor shall have to construct and maintain coffer dam as required for the work during execution at his own cost.

29.2. Bailing out water from foundation, construction of cross bund, dewatering wherever necessary during execution of the work shall have to be done by the contractor at his own cost.

29.3. Gangway, scaffolding or any such arrangements required for the work are to be provided by the contractor at his own cost as per direction of the Engineer-in-Charge. The department will have the right to inspect such arrangement made for the work and reject partly or fully such structures found defective in opinion of the Engineer-in-Charge.

29.4. Department shall not pay compensation to the contractor for the damage occurred to the materials and work entrusted to him due to natural calamities.

30. DEPARTMENTAL RIGHT FOR DEVIATION IN QUANTITIES:

Right is reserved to make such increase or decrease in quantity or item of work mentioned in the schedule/bill of quantities, as may be considered necessary, for satisfactory completion of the work and such increase or decrease shall in no way invalidate the contract.

31. SAFETY OF MACHINERIES:

Unusual flood may occur during the working season. In the event of overtopping or breach in the cofferdam/embankment due to such flood in the working season resulting in flooding of the working area or outside the working area, the contractor shall make his own arrangement to shift the machineries and equipments, materials etc; to a safe place at his own cost. The work shall be resumed after the floods. Necessary reconstruction of the cofferdam / embankment, clearing the working area of debris and silt shall have to be done by the contractor at his own cost. Suitable extension of time may, however, be granted in such eventualities at the request of the contractor, but no compensation, whatsoever, shall be paid in this regard.

32. CONTRACTOR DYING, BECOMING INSOLVENT, INSANE OR IMPRISONED:

(a) In the event of the death, insanity, insolvency and imprisonment of the contractor or the contractor being a partnership firm becomes dissolved or being a corporation goes into the liquidation, the contract may be terminated by notice in writing pasted at the site of work and advertised in one issue of the local newspaper and all acceptable works shall be paid for after recovering all the contractor's dues to government there from at appropriate rates to the person or persons entitled to receive and give an dishonorage for the payment. (b) If the contractor becomes bankrupt or has a receiving order made against him or compound with his creditor or being a corporation commence to be wound up not being a voluntary winding up for the purpose only an amalgamation or reconstruction or carry on its business under a receiver for the benefit of the creditors of any of them, the department shall be at liberty i) To give such liquidator, receiver, or other person the option of carrying out the contract subject to his providing a guarantee for the due faithful performance of the contract up to an amount to be determined by the department. ii) To terminate the contract forthwith by notice in writing to the contractor or to the liquidator or receiver or to any person in whom the contract may become vested and to act in the manner as per prevalent clauses of P1 contract.

33. MEASUREMENT OF EARTH WORK SHALL BE TAKEN AS FOLLOWS:

Before commencement of work initial levels and to determine the final measurement of the work, final levels of the ground / river bed and bank or structural work etc; as the case may be, shall be taken in presence of the contractor at suitable intervals as decided by the **Superintending Engineer, Earth Dam Division, Chitrakonda**. The contractor will satisfy himself about the correctness of the initial and final levels entered in the level book issued by the Engineer-in-Charge and in token of the acceptance of the said levels the contractor shall have to sign on each page of level book in which the said levels are recorded. Basing on these levels the gross quantity of work executed by the contractor shall be arrived at. After completion of the work the contractor shall be given a written notice to attend the final measurement. On receipt of the notice, the contractor must have to attend the final measurement failing which the measurement ex-parte shall be taken by the Engineer-in-Charge which shall be binding on the contractor. In case of abandonment of the work, if it is decided by the Engineer-in-Charge that final measurements of executed work shall be taken, the same procedure shall be followed as in case of final measurement on completion of work. It is the responsibility of the contractor to make the site free from all problems to take measurement by the Superintending Engineer or his authorised officer. If, in the opinion of the Engineer-in-Charge, the site is not free from problem for measurement and the contractor does not take any corrective measures to get rid of same, the Engineer-in-Charge shall make the site free from problem to take the measurement at the cost of the contractor and to determine cost involved thereof, certificate by the Engineer-in-Charge for the purpose, shall be conclusive and binding.

34. The Engineer-in-Charge shall decide the contractual matters in accordance with codes, rules and Acts in vogue which shall be binding on both parties.

35. REMOVAL OF CONTRACTOR'S MEN:

The contractor shall, on the written direction of the Superintending Engineer, immediately remove from the works any person employed thereon, who may, in the opinion of the Engineer-in-Charge, be incompetent or has misconduct himself. Such person shall not be employed again on the works without the written permission of the Engineer-in-Charge.

36. DETAILED TENDER CALL NOTICE BEING PART OF CONTRACT:

The Detailed Tender Call Notice and the entire schedule there to will form part of the agreement when the work will be awarded to the contractor. All the correspondences made with the contractor and all his correspondences with the department after the bid is received will also be attached with the agreement.

37. FAIR WAGES CLAUSE:

The contractor should abide by the *Fair Wage Clause* introduced by the government and shall not pay less than the fair wages fixed by the government to the labourer engaged by him in the work.

38. LABOUR LICENCE AND REGISTRATION:

The contractor is to furnish labour license as per the relevant Labour Act and Rules in force.

39. QUALITY CONTROL AND TESTING:

The quality control organization of department will conduct necessary tests to ensure specifications and quality of execution of work as per standard procedures in vogue. The testing charges will be borne by the contractor.

40. TESTING OF THE STRUCTURES:

During execution of work the contractor shall arrange requisite equipments for testing of the work, if found necessary, at his own cost. The contractor has to establish field laboratory in the site of work at his own cost.

41. DEFECTS LIABILITY:

The contractor shall be responsible to make good of the defects at his own expense, which may develop or may be noticed before the expiry of *one year* from the certified date of completion and which is attributable to the contractor. All notices of such defect shall be given to the contractor promptly. In case, the contractor fails to make good of the defects, the Engineer-in-Charge will employ other persons/ agencies to make good of such defect, and all expenses consequent thereof and incidental thereto, shall be borne by the contractor.

In the event government takes over portions of work, as they are completed, the liability of the contractor under this clause for those portions shall extend to a period of one year from the actual date on which portions of the work are taken over to the possession of the department.

42. ENGINEER-IN-CHARGE'S DECISION:

It shall be accepted as an inseparable part of the contract that in matters regarding materials, workmanship, removal of improper work, interpretation of the contract, drawing and contract specification, mode of procedure and carrying out of the work, the decision of the Engineer-in-Charge, which shall be given in writing, shall be final and binding on the contractor. The Engineer-in-Charge's final authority applies to technical consideration and does not include decisions regarding sums due to or from the contractor for extension of time.

43. SETTLEMENT OF DISPUTE:

If the contractor considers any work demanded of him to be outside the requirements of the contract or considers any drawing, record or ruling of the Engineer-in-Charge, on any matter in connection with or arising out of the contract or carrying out of work to be unacceptable, he shall promptly ask the Engineer-in-Charge in writing for written instruction or decision. There upon the Engineer-in-Charge shall give his written instructions or decision within a period of thirty days of such request. Upon receipt of the written instruction or decision, the contractor shall promptly proceed without delay to comply with such instruction or decision. If the Engineer-in-Charge fails

to give his instructions or decision in writing within a period of thirty days after being requested or if the contractor is dissatisfied with the instruction or decision of the Engineer-in-Charge, the contractor may within thirty days after receiving instructions or decision of the Engineer-in-Charge will approach to the higher authority who shall afford an opportunity to the contractor to be heard and to offer evidence in support of his appeal. The authority shall give his decision within a period of thirty days after the contractor has given the said evidence in support of his appeal, which shall be binding upon the contractor.

44. RESOLUTION OF DISPUTES:

- a) All claims are to be settled by a civil court of competent jurisdiction by way of civil suit.
- b) The contractor shall not be entitled to invoke civil suit until and unless he has completed the work or until the government has made alternate arrangements for completion of work in question as the case may be.
- c) The pendency of civil suit proceedings shall not disentitle the government for completion of the work.

45. JURISDICTION OF COURT:

For the purpose of jurisdiction in the event of dispute, if any, contract should be deemed to have entered into within the state of Odisha and it is agreed that neither party to the contract has the right to bring a suit in regards to the matter covered by the agreement or contract at any place outside the state of Odisha.

46. FURTHER CLARIFICATION:

If any further necessary information is required, the **Superintending Engineer, Earth Dam Division, Chitrakonda** will furnish such information on written request, but it must be clearly understood that bid must be received in order and according to instruction / specifications appended herewith.

47. CEMENT: The cement manufactured inside the state of Odisha is to be used. The grade/ brand of cement is to be got approved by the Engineer-in-Charge before use in the work.

48. STEEL:

All reinforcement steel and structural steel shall be procured and used as per specifications mentioned in Bureau of Indian Standard documents IS: 1786 and IS: 2062 respectively. Independent tests shall be conducted, wherever required, to ensure that the materials procured confirm to the specifications.

These steel shall be procured only from those firms, which are established, reliable, indigenous and primary producers of steel, having integrated steel plants (ISP), using iron ore as the basic raw materials as per Ministry of Steel guide lines.

No re-rolled steel shall be permitted in works. All other specifications of MoRTH. shall be complied.

All reinforcement steel & structural steel shall be procured from primary producers of steel-SAIL/TATA/JINDAL STEEL/SHYAM STEEL.

49.LABOUR CESS: As per para No. 4 of the Resolution No. 12653 dated 15/12/2008 of Government of Odisha, Labour & Employment Department levy and collection of cess @ 1% on the cost of construction should be paid by the agency.

50.(a) Stone to be excavated shall be measured in solid. But if the site condition does not permit for solid measurement as assessed by the Engineer-in-Charge due to a mixture of various rocks in the particular location, stack measurement will be taken at the direction of the Engineer-in-Charge. From the stacks to be measured deduction shall be made for voids at 40 % for closely packed stacks subject to increase in percentage according to the nature of compactness in stacking. No consideration will be given to any adverse condition by the contractor in his bid.

(b) Rubble stones, boulders, rough stones, soling stones are to be measured by volume of closely packed stacks. 1/6th volume for voids shall normally be deducted from closely packed stacks. Percentage of void shall be determined on actual observation and deducted.

(c) 12 ½ % voids shall be deducted from metal and moorum stacks. The box of size 1.5m X 1.5m X 0.5 m will be measured as 1.5m X 1.5m X 0.44 = 1 cum. Similar measurement to be adopted for gravel stacks also and voids deducted. The rates are excluding voids.

51.Curing of all cement works will be done by the contractor as per instructions of the Engineer-in-Charge at the contractor's own cost.

52.Dewatering of any magnitude either of excavation of foundation to finished section and laying concrete or masonry work or any structure when and wherever necessary during complete execution period will have to be done by the contractor at his own cost. This is treated to be inclusive of his tendered rate. The term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation water.

53.Earth work beyond the theoretical design will not be paid for.

54.By submitting a bid for any work the bidder will be deemed to have satisfied himself by actual inspection of the site/quarry and locality of the work about the quality and availability of the required quantity of materials including medical aids, labour and food stuff etc; and that the rates quoted by him in the tender will be adequate to complete the work according to the specification and conditions attached to and that he has taken into account all conditions, difficulties that may be encountered during its progress and to have quoted labour rates and materials, octrai and other duties, leads, lifts loading and unloading and freight for materials and all other charges necessary for the completion of the work to the entire satisfaction of the Engineer-in-Charge of the work and his authorized sub-ordinates. After acceptance of the contractor's rates government will not pay any extra charges for any reason in case the contractor is found later on to have misjudged in conditions as regards availability of materials, labour or any other factors. It should be clearly understood that no claim whatsoever will be entertained afterwards on the plea of non- availability of proper quantity of materials including food stuff or any other cause.

55.The embankment slopes and banks will be maintained by the contractor till the final payment is made and any rain cuts, side settlements that would occur should be made good by him at his own cost without any claim.

56.(a) There will not be any compensation or extension of time granted for the reason of adequate cash flow.

(b) Works could be suspended depending on availability of funds and no compensation will be admissible on this accord except sanction of extra time.

(c) No compensation / claim for delay in sanction of deviation / extra items and payment thereof will be admissible to the contractor.

57. In case of down loaded tenders received with any addition, alteration & deletion, the approved tender document available with the Superintending Engineer is binding.

58. Before issue of departmental materials to him the contractor shall furnish bank guarantee of any of the nationalized bank for a sum equal to the cost of the materials. The bank guarantee should be valid for the entire period of agreement. The same may be refunded to the contractor only after the materials supplied to him are fully utilized in the work and cost there of recovered from his bill (s) in full or if the materials are partly utilized, the unutilized materials are returned by him to the department in full & in good condition and receipt there of duly acknowledged by the concerned departmental officer.

59. Notwithstanding anything contained anywhere in this bid document, the following provisions as **ANNEXURE-I** to **ANNEXURE-VII** amended vide Office Memorandum No. 12366/W dated 08/11/2013, No. 5288/W dated 04/05/2016, No. 14299/W dated 03/10/2017 & No. 4559 dated 05/04/2021 of Works Department shall prevail.

ANNEXURE-I

i) Amendment to Para -3.4.16 (a) (vii) of O.P.W.D. Code, Vol-1 by substitution:

Note – (vii) – For the purpose of estimate, the approved quarry lead is to be provided judiciously. Engineers in charge would be responsible for ensuring the quality of the materials supplied. The contractors would, however, be responsible for procurement of materials from authorised sources and voluntarily disclose the source of procurement for the purpose of billing. Besides, the bidder would be required to submit the details of quarry for procurement while submitting the bids.

ANNEXURE-II

ii) Amendment to Para-3.5.14 Note-I of O.P.W.D. Code, Vol-I by inclusion:

Note-I- If L-1 bidder does not turn up for agreement after finalisation of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. In that case, the L-2 bidder, if fulfils, other required criteria would be called for drawing agreement for execution of work subject to the condition that L-2 bidder negotiates at par with the rate quoted by the L-1 bidder otherwise the tender will be cancelled. In case a contractor is black listed, it will be widely publicized and intimated to all departments of Government and also to Government of India agencies working in the state.

ANNEXURE-III

iii) Amendment to Appendix-IX, Clause-36 of O.P.W.D. Code, Vol-II by inclusion:

Clause No.-36- If the rate quoted by any bidder is less by 15% or more than the estimated cost put to tender, then such bid shall be rejected and the tender shall be finalized basing on merits of rest of bids. But, if more than one bid is quoted (decimal up to two numbers will be taken for all practical purpose) either at the estimated cost put to tender or less than the estimated cost put to tender, the tender will be finalized through a transparent lottery system, where such bidders/their authorized representatives, Superintending/Executive Engineer of the concerned division & DAO will remain present.

iv) (A) Amendment to Para-3.5.5 (V) Note-II of O.P.W.D. Code, Vol-I by substitution/ modification:

Note-(II) – Additional Performance Security shall be obtained from the bidder in shape of Term Deposit Receipt pledged in favour of the **Superintending Engineer, Earth Dam Division, Chitrakonda / Bank Guarantee in favour of the Superintending Engineer, Earth Dam Division, Chitrakonda from any Nationalized /Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar** within seven days of issue of Letter of Acceptance (LoA) by e-mail to the successful bidder, otherwise the bid of the successful bidder shall be cancelled and the Earnest Money Deposit/ Bid Security shall be forfeited. Further, proceeding for blacklisting shall be initiated against the bidder.

(B) Amendment to Para-3.5.5 (V) Note-III of O.P.W.D. Code, Vol-I by inclusion/ modification:

Note-III- For availing incentive clause in any project which is completed before the stipulated date of completion, subject to other stipulations it is mandatory on the part of the concerned Superintending Engineer to report the actual date of completion of the project as soon as possible through fax or e-mail so that the report is received within 7 (seven) days of such completion by the concerned Additional Chief Engineer, Chief Engineer & the Administrative Department.

The incentive for timely completion should be on a graduated scale of 1 (one) percent to 5 (five) percent of the contract value. Assessment of incentives may be worked out for earlier completion of work in all respect in the following scale:

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

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

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

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

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

ANNEXURE-V

v) Amendment to Para-3.2.8 Note-II of O.P.W.D. Code, Vol-I by inclusion:

Note-II- In case of tender accepted below schedule of rate, the tender amount excluding centages shall be treated as sanctioned amount and allotment will be limited to that extent. Any deviation in scope of work affecting the agreement amount in such an agreement will be governed by the relevant provisions of O.P.W.D. Code.

ANNEXURE-VI

vi) Amendment to Appendix – XXX (Bills) Clause-21 of O.P.W.D. Code, Vol-II & to the Clause- 6 of P1 contract:

Bills –Clause-21- For works above value ₹5.00 lakh in civil works and work value above ₹1.00 lakh in electrical/P.H. Works the J.Es & A.Es will be required to submit bill for each ongoing work on 20th or next working day of every month to the concerned E.E. The E.E. on receipt of the bill will take steps for payment of the same by 30th or the next working day during the month. The E.E. in charge of the Division will furnish a certificate to the Chief Engineer with copy to the concerned S.E. that the bills for all ongoing months have been paid failing action will be initiated against the erring officer.

vii) Amendment to Para-3.5.18 Note-VIII of O.P.W.D. Code, Vol-I

Note-VIII-Before acceptance of tender, the successful bidder will be required to submit a work programme and milestone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on the part of the agency to achieve the milestone liquidated damage will be imposed.

Accordingly, relevant existing codal/ contractual provision stands modified with this office memorandum.

60. CERTIFICATE BY CONTRACTOR:

The terms and conditions of the e-procurement notice, Detailed Tender Call Notice, Information & Instruction to bidders, P1 Agreement Form along with additional / special conditions and other contents of the bid document have been read, explained to me/us and I/we certify that I/we clearly understand them.

(Signature of Contractor)

Full name in block letters:

Postal &telegraphic address:

PERMANENT ADDRESS

PRESENT ADDRESS

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CHAPTER – 1

GENERAL SPECIFICATION

The terms, the India standard specifications herein after referred to as BIS as used herein means the relevant Bureau of Indian Standard codes with all amendments published up to the date of submission of tenders. A Statement of relevant BIS applicable to this contract is enclosed.

SI No.	SHORT TITLE	BIS NUMBER
I	CEMENT	
01.	Specification for ordinary and low hardening Portland	269-1989 cement
02	Specification for Portland Pozzolana Cement	1489-1991
03	Portland slag cement (Third revision)	455-1989
04	Method for Physical tests for hydraulic cement (Reaffirmed	4031-1996 1980)
05	Method of chemical analysis of hydraulic cement (first	4032-1985 revision)
06	Rapid hardening Portland cement	8041-1990
07	Hydrophobic Portland cement	8043 – 1991
08	High strength ordinary Portland cement	8112 – 1989
II	AGGREGATES	383-1970
01	Specification for coarse and fine aggregate from natural	2116-1980 source for concrete
02	Specification for Sand for masonry Mortars	2386-1963
03	Method of Tests for aggregates for concrete	2386-1963(Part –1 to Part - XIV
04	Standard sand for testing of cement (First revision) with	650-1991 amendment 1 & 2 Reaffirmed 1980
05	Methods for sampling of aggregates for concrete	2430-1969
06	Method of test for determining aggregates Impact value of	5640-1970 soft coarse aggregates
III	BUILDING STONES	
1.	Methods of Test for Determination of strength properties of	1221-974 (Part -- natural building stones 1 to Part – IV)
	Part – I Compressive Strength	
	Part – II Transverse Strength	
	Part – III Tensile Strength	
	Part – IV Shear Strength	

2	Method of Measurement of Buildings and Civil Engineering method (Part – IV, stone masonry)	1200-1976	Work
IV	STEEL		
01	Code of practice for bending and fixing of bars for concrete	2502-1963	reinforcement
02.	Specification for cold worked steel Deformed bars for reinforcement	1786-1985	concrete
03.	Code of practice for Welding of M S	2751-198	
04.	Code of practice for use of Metal in Welding for general construction in mild steel	818-1989	
05.	Deformed bars for concrete reinforcement rod rolled mild medium tensile steel (revised)	1139-196	steel and
06.	Recommendations for detailing or reinforcement in reinforced concrete works	5525-196	
07.	Specification for Mild Steel and Medium Tensile steel Bars concrete reinforcement	432-198 (Part – II)	for
08.	Code of practice for Fire precautions in welding and cutting	818-196	operations
09.	Code of practice for Fire precautions in welding and cutting	3016-198	operations
10.	Method of Measurement of Building and Civil Engineering works, steel work and iron work	1200-196	Part – VII
11.	Code of procedure for manual or metal ARC welding of Mild Steel	823-196	
12.	Specification for Filler rods and wires for gas welding.	1278-19	
13.	Recommendations for welding cold- worked steel bars for concrete construction	9417-19	reinforced
14.	Hard drawn steel wire fabrics for concrete reinforcement	1566-19	
V	MASONRY		
01.	Code of practice for construction of stone masonry Part – I stone Masonry	1597-1992	Rubble
02.	Code of practice for construction of stone Masonry Part – li masonry	1597-1992	Ashlars
03	Specification of fly – ash for use as puzzling and admixture	3812-1981	
04	Method of Measurement of building and Civil Engineering Works, Plastering and pointing	1200-1975	
VI	CONCRETE	1200-1974	

1	Method of Measurement of Building and Civil Engineering works Part – II Cement concrete works	456-2000
2	Code of practice for plan and reinforced concrete	5751-1984
3	Specification for Precast concrete coping blocks	516-1956
4	Methods of test for strength of concrete	516-1959
5	Code of practice for laying in situ cement concrete lining on canals	3873-1993
6	Specification for admixture for concrete	9103-1979
7	Method of Test for Autoclaved cellular concrete products	6441-1972,1973
8	Methods of Sampling and Analysis of concrete	1199-1959
9	Specification for Batch type concrete mixtures	1791-1985
10	General requirements for concrete vibrators immersion type	2505-1992
11	Specification for concrete vibrating tables	251-1963
12	Method of test for permeability of cement mortar and concrete	3085-1965
13	Specifications for fly ash for use as pozzolana as admixture for concrete	3812-1981
14	Specification for Portable swing weigh batch for concrete bucket type)	2722-1664 (single and double
15	Code of practice for installation of joints in concrete	457-1985 pavement
16	Code of practice for general construction of plan and reinforced concrete of dam & other massive structures	457-1985
17	General requirement of concrete vibrator screed board type (first revision) Specification	2506-1985
18	Code of practice for concrete structures for the storage of	3370-1965 liquids
19	Code of practice for use of immersion vibrator for consolidating concrete (first revision)	3558-1983
20	Method of testing performance of batch type concrete mixer	4634-1990
21	Form vibrations for concrete	4656-1991
22	Concrete batching and mixing plant	4925-
23	Ready mixed concrete (first revision)	4926-1990
24	Code of practice for seeing joints in concrete lining on	5256-1992 canals.
25	Vibrating plate compactor	5889-1994
26	Concrete paver	5892-1991
27	Concrete slump test apparatus	7245-1991
28	Method of making curing and determining compressive strength of accelerated cured concrete test specimen	7320-1992
VII	EARTH WORK	9013-1979
1	Method of Measurement of building and Civil Engineering	1200-1992

	Works Part – I, Earth work	(Part-I)
2	Safety code for piling and other deep foundation	5121-1994
3	Code of practice for Design installation, observation and maintenance of uplift pressure pipes for Hydraulic structure of permeable foundation	6532-1992
04	Safety code for excavation work	3764-1992
05	Code of practice for protection of slope for Reservoir	8237-1990 embankments
06	Guidelines for lining of canals in extensive soils	4701-1991
07	Method of test for soils Part – II Determination of water content	4701-1990
08	Method of test for soils-determination of water content Dry density relation using light compaction	9451-1991
09	Method of test for soils-determination of dry density of soils replacement method.	2720-1995 in place by the sand
10	Method of test for soils-determination of dry density of soils cutter method	8237-1990 in place by the core
11	Classification & identification of soils for general Engineering purpose (first revision)	14984701-1990-1999451-199172720-19
12	Safety code for blasting and related drilling operations 1) reaffirmed 1978)	4081-1970 (with Amendment No
13	Portable Pneumatic drilling machine (first revision)	5441-1991
14	General requirements for blast hood drilling rigs.	7209-1991
15	Safety code for working with construction machinery	7293-1996
16	Code of practice of stability analysis of earth dams	7894-1991
17	Guidelines for design of under seepage control measures dams.	8414-1993 for earth & rock fill
18	Filtration media sand & gravel	8419-1990
19	Guideline for design of large earth and rock fill dams	8826-1991
20	Under drainage arrangements of lined canals	4558-1995
22	Precast cement concrete slabs for canal lining	386891995
23.	Method of tests of soil	2720-1997
24.	Ammonium nitrate for explosive	4668-1991
25.	Method of test for commercial blasting explosives and	6609-1990 accessories
26.	Detonators	7632-1990
27	Method of load test on soils (2 nd revision)	1888-1999
28.	Method of standard penetration test for soils (1 st revision)	2131-1997
29.	Glossing of terms and symbolic relating to soils	2809-1995 engineering
30.	Method of sampling and preparation of stabilized soils for	4332-1995 testing
31.	Test in over burden	5529-1690

VIII OTHER SUBJECTS

1	Safety code for scaffolds and ladders part – I scaffolds	3696-1996	2
	Safety code for scaffolds and ladders part – II ladders	3696-1996	
3.	Recommendations on stacking and storage of construction materials at site	4082-199	
4	Plywood for general purposes (2nd revision, Amendment-1 3)	303-1993	to

5. Test sieves 460-1990
6. Code of practice for under drainage of lined canals (First revision) 4558-199
7. Code of practice for in-situ permeability test 5529-199

In addition to the relevant BIS code, the specifications prescribed and guidelines issued by Central Water commission Standard Specifications shall also be followed, where BIS specifications is not available.

The B I S codes, which have been referred as above, if updated, the updated code of practice shall be followed.

CHAPTER – 2

SITE OF WORK

Section 2.1 Discharge of Records

Records 2.1.1 Discharge

The hydrological data, pertaining to the canal and the streams crossing the canal furnished in the relevant report and drawings are for information of bidders and contractors. It should be noted that the data used in preparing these particulars are recorded at locations different from the work site. The Government (that is Government of Orissa) does not guarantee the reliability or accuracy of any of the data, shall assume no responsibilities for any conclusions or interpretations that may be made from them. The Contractor shall undertake at his expense such studies as are necessary to assess the reliabilities and accuracy of the information presented in the Data.

Section 2.2 Setting Out for Work

- (A) Permanent benchmarks shall be fixed at suitable locations connecting permanent benchmarks fixed by Survey of India. Temporary Bench Marks shall be set up by the Department at every 0.5 km. interval or at convenient locations along the canal to serve as reference levels. The Contractor shall establish additional reference Bench Mark as may be needed at his own cost for facilitating the setting out and taking levels for measurement of work with the approval of the Engineer-in- Charge. The Bench Mark shall**

be marked on a concrete pillar 30 cm. (l) x 30cm. (b) x 75 cm. (d) which shall be embedded 55 cm. into firm ground and projecting 20cm. above the ground. The Bench Mark pillar shall be protected from being disturbed. The R.L of benchmark shall be conspicuously carved and painted on the pillar.

- (B) Before starting any work and during execution (if required), the Contractor shall erect reference Bench Marks, reference lines and check profiles at convenient locations as per the direction of the Engineer-in-Charge. The centerline of the canal and the reference line for all alignments for demarcation purpose shall be done by dug belling on the ground by the agency as per direction of the Engineer-in-Charge. The reference line shall comprise the base line properly dug belled on the ground with numbered concrete/ masonry R.D pillars suitably spaced.
- (C) Centerline of the canal shall be marked by fixing pillars/stone at 30 m intervals. Profile of canal in filling and in moderate cutting shall be marked at 50 m intervals in straight reaches and at 25m Intervals in curves. A reference line shall also be marked on ground away from the outer edges of cutting and filling with pillars at suitable intervals for future reference.

To ensure correctness of execution, the edges of cutting, the outer toe lines of canal in filling should be marked by fixing pillars or pegs at suitable intervals or by dug belling

- (D) The check profiles shall be located 15 meters or longer apart as directed by the Engineer-in-Charge to serve as a guide for execution of all slopes and steps to the elevations and profile or profiles indicated in the approved drawings. All important levels and all reference points with respect to bench marks and reference lines shall be fixed and correlated by the Contractor as per directions of the Engineer-in-Charge.
- (E) The zones of full cutting section, full filling section, partial cutting and filling shall be separated by conspicuous demarcation in the field.
The curves stipulated in construction drawings shall be carefully laid in the field for adopting approved method of curve layout. The curves shall be marked on the ground by fixing pegs at very closer intervals and joining the peg -point by dug-belling to suitable depth.
The locations of different structures indicated in construction drawing shall also be clearly marked on the ground along the alignment of the canal. The control structure locations of off-taking canals shall also be clearly demarcated, so that unnecessary excavation or filling at these locations can be avoided.
The soil dumping zones shall clearly be demarcated in the field. These zones should be at least 2m beyond the location of the catch water drains.
- (F) To ensure accuracy in execution of cutting, the canal embankment, spoil banks and the structures, their layout shall be given in an appropriate manner with pegs and pillars suitably placed in relation to outer dimension of these elements.
- (G) All materials and labour for setting out works including construction of reference bench marks, reference lines, check profiles and surveys as may be required at the various stages of the construction shall be supplied by the Contractor at his own cost. The cost of such works shall be deemed to have been included in the cost of the items in Bill of Quantities and no separate payment is to be made for setting out and layout works.

Section 2,3 Clearing and Grubbing and Jungle Clearance.

- (A) Cleaning and Levelling Site

The portion of the right-of-way where required for constructing the work under these specifications shall be cleared of all trees, bushes, rubbish and other objectionable matter. Trees marked by the Engineer-in-Charge shall not be cut and shall be protected

from injury. Such cleared material shall be disposed of as provided in sub -paragraph "D' below or removed from the site of work before the date of completion of the contract as approved by the Engineer-in-Charge. The cleaning operation shall be in accordance with clauses 4.1,4.1.1,4.2 and 4.3 of I.S. 4701-1982, code of practice for earthwork in canals. Surface boulders either loose or partly embedded in the ground will have to be removed and stacked as directed.

(B) Grubbing

The area described or shown on the relevant site plan shall be cleared of all obstructions, loose stones, non-required materials and rubbish of all kinds. All brushwood shall be cleared and the roots grubbed up. No tree shall be cut down and removed without the instructions of the Engineer- in-Charge. Those which are cut down shall be grubbed up. The same remarks apply to jungle clearance. Trees to be preserved will be designated by the Engineer-in- Charge.

The products of the clearing shall be stacked in such a place and manner as may be ordered by the Engineer-in-Charge and the ground shall be left in a perfectly clean condition. All products of the clearing shall be the property of Government and shall be disposed of as per the direction of the Engineer-in-Charge

All holes or hollows, whether originally existing or produced by digging up roots shall be carefully filled up with earth, well rammed to the desired density and levelled of, as directed.

(C) Preparation of bed

Ant hills shall be completely dug out before earthwork is started. In the absence of any separate contract schedule provision for removal of shrubs, loose stones and digging of anthills, involved in the preparation of bed, the contract rate for earthwork shall be deemed to include all the work to be done in accordance with this clause. In case where the work of preparation of bed is rather extensive, the Engineer-in-Charge will usually provide a separate schedule item for such preparation. But in the absence of such schedule provision, the Contractor shall understand that his tender rate is inclusive of all such work without extra charge. The Contractor shall therefore examine the site before tendering and provide for all items to be done under his earthwork tender rate. Old bunds will be benched or sloped as directed by the Engineer-in-Charge before addition of earth, the benches being 500 mm x 500 mm unless other wise specified. The benches or slope shall be inspected by the Engineer-in-Charge or engineer designated for the purpose and approved before new earthwork is keyed into them.

(D) Disposal of Cleared and Grubbed Material

The disposal of cleared and grubbed material shall be in accordance with clause 4.1.1 of I.S 4701- 1982 code of practice for earthwork on canals. All waste materials to be burnt shall be piled neatly and when suitable condition arrives it shall be burnt completely to ashes. Piling of waste material for burning shall be done at such a location and in such a manner as would not cause any fire risk. Necessary precautions shall be taken to prevent spreading of fires to areas beyond the limits of cleared areas. Suitable materials and equipment for prevention and suppression of fire shall be kept available at all time.

The material to be disposed off shall be buried

For the clearance of light jungles, heavy jungle with or without uprooting etc payment will be made in respective jungle clearance item of BOQ as provided for in the tender documents. The Contractor shall quote the cost thereof in the price bid in the bill of quantities of the contract for the relevant finished item of work for which clearing and grubbing as mentioned in the above' paragraph are required. No payment towards removal of small stones and boulders of size less than 0.014 cubic meter will be made and

the rate quoted for excavation is considered to include this item. However, payment will be made for the removal of surface boulders of sizes greater than 0.014 cubic meter but less than 3 cubic meters, either loose or partly embedded in the ground, at the rate quoted in bill of quantities for the actual quantity so removed, based on stack measurement applicable for the relevant strata classification after deducting 40% towards voids.

Benching will be paid as separate item per 1 (one) running meter of bench at the rate provided for in the tender documents.

Section 2.4 Use of Water

2.4.1 Water for Dust Abatement

(A) General

The Contractor shall procure and apply water for dust abatement.

Water applied for dust abatement will not be eligible for payment separately. The cost of procuring and applying water including all expenses for all means of conveying water to the point of use, their collection, usage, and all other incidental expenses will not be paid separately. Creation of source of water and the cost shall be deemed to have been included in the concerned unit price bid in the bill of quantities of the contract for the relevant finished item of work for which water for dust abatement is required.

So also the cost of procuring and applying water required for the work shall be included in the price bid in the bill of quantities for the items of work for which the water is used. 2.4.2 Pre wetting of Canal Prism and Adjacent Areas

(A) General

The Contractor shall furnish all labour, materials and equipment and shall procure and apply water required for pre wetting the areas under canal and embankment.

Water applied for pre wetting areas as detailed above will not be eligible for payment separately. The cost of procuring and applying water including all expenses for all means of conveying the water to the point of use, their collection, usage and all incidental charges shall be included by the Contractor in the concerned unit price bid in the bill of quantities for that item of work where the water shall be used and no separate payment for the same will be made.

Section 2.5 Site Drainage

2.5.1 Cross Drainage

The Contractor shall handle all flows from natural drainage channel intercepted by the work, perform any additional excavation and grading for drainage as directed and provide and maintain any temporary construction required to by pass or otherwise cause the flows to be harmless to the work and property. When the temporary construction is no longer needed and prior to acceptance of the work the Contractor shall remove the temporary construction and restore the site to its original condition as approved by the Engineer-in-Charge. The cost of all works and materials required by this paragraph shall be included by the Contractor in the unit prices quoted in the bill of quantities and no separate payment will be made for the same.

In addition to cross drains, longitudinal drains may be considered necessary for proper drainage. The drainage system consisting of network of cross and longitudinal drains shall be led into out fall drains to prevent stagnation of water at the place of construction. The drains shall be constructed to the section designed and shall be either open or filled up with material to ensure free flow of water without clogging of the filled materials. 2.5.2 Drains, Berm Drains and Dowel Banks

(A) Drains

In connection with the excavation for the canal and structures, the Contractor shall perform excavation for the construction of drains, berm drains and chutes and any other drains as directed by the Engineer-in-Charge.

The location, grades and sections of the drains shall be as shown on the drawings and/or as directed. Measurement of excavation for the above drains will be made to the lines shown in the drawings or as directed. Payment for excavation for the above drains, channels and embankment will be made at the unit price bid in the bill of quantities for execution of canal

(B) **Berm Drainage and Dowel Banks**

Berm drainage including drainage along the berms and banks of the canal and longitudinal berm drains shall be constructed where shown on the drawings as directed. The Berm drains shall be constructed to dimensions and grade shown on the drawings or as directed. The surface of the berm shall be sloped transversely and dowel banks shall be made along sides of the banks and berms as shown on the drawings and elsewhere as directed. The dowel bank may be made by blading of material in place following completion of a canal reach. Payment will be made for constructing Dowel banks, drains as per approved drawing in the unit price per cubic meter in the bill of quantities for construction for canal embankment.

Section 2.6 Monsoon Damages

Damages due to rain or flood either in cutting or in banks shall have to be made good by the Contractor till the work is handed over to the department. The responsibility for desilting and making good the damages due to rain or flood rests with the Contractor. No extra cost is payable for such operations and the contractor shall, therefore have to take all necessary precautions to protect the work done during the construction period.

Section 2.7 Removal of Silt and Water.

Accumulated silt and water in the canal and structures for the works partly done by the Contractor In current or previous seasons should be removed and no extra payment will be made for such removal of silt and Water. The unit rate for excavation is deemed to include cost for removal of such silt and water.

Section 2.8 Procedure for Measurement

Before commencement of work, initial levels to indicate existing ground levels shall be taken at 15 m intervals longitudinally along the alignment of the canal. The level points transversely along the cross sections shall be maximum at 5 m intervals in flat ground and 1.5-2 m in undulating terrain. The cross section shall be extended beyond the limit of work to a suitable distance and minimum 5 m beyond the toe lines of slopes on both the sides. The intervals stipulate shall be made closer depending on the topography or any stipulation made by the Engineer-in-Charge. All initial level shall be recorded in ink in authenticated level books issued by the Engineer-in- Charge and shall be signed by the Junior Engineer / Assistant Engineer when he records the levels.

The Assistant Executive Engineer and Superintending Engineer shall exercise checks strictly in accordance with the codal provisions

Actual construction work shall not be allowed to start unless the above formalities are fulfilled if the work is awarded to any agency the level shall be recorded in the presence of the Contractor or his authorized agent. The Contractor or his authorized agent shall sign each page of the level book/field book in token of acceptance. These cross section shall form the basis of all future measurements and payments. Each dimension shall be measured to the nearest 0.01 m. Areas shall be computed to nearest 0.01 sqm. Volume shall be computed to nearest 0.01 cubic m.

CHAPTER – 3

EARTH WORK

Section 3.1 General

To the extent that they exist, plan and estimates for the Government's studies on Earth Work for construction of the canal will be available for inspection by the Bidder's in the office of the concerned Engineer-in-Charge. Such information is made available solely for the convenience of Bidders. The Government does not guarantee that the information is accurate or complete. Bidders are cautioned that this information is subject to revision and that the Government disclaims responsibility for any interpretations, deduction or conclusions, which may be made there from. It is not intended that this information will limit or prescribe the excavation and handling procedures of the Contractor, and the Government reserves the right to utilize and distribute earthwork materials during the progress of work as it serves the interest of the Government

Drawing showing the typical section of the canal, annexed to these specifications, provides such details as would enable the Contractor to execute the work in general conformity there with under these specifications which have been prepared as definitely and in as much details as possible with regard to design data presently available. These drawings will be supplemented by such additional, general and details of drawings or directions as may be considered necessary or desirable as the work progresses. For all changes in approved drawing/design the recommendation of Superintending Engineer and approval of Chief Engineer will be essential. Where details shown on these drawings differ from the requirements of these specifications, the requirements of specifications shall govern. The Contractor shall do no work without proper drawings. He shall check all drawings and specifications carefully and advise the Engineer-in-Charge if any errors and omissions are discovered where upon the SUPERINTENDING ENGINEER will prepare and lodge such revised additional drawings and specifications as may be required to suit the stage of the work. All such additional, general and detailed drawings whether original or revised lodged in the office of the Engineer-in-Charge and signed by him for purpose of identification shall be open for inspection by the Contractor under the same terms and conditions as provided in agreement.

All works of the contract shall be executed as per the specific and relevant clause/clauses of relevant I.S. code unless otherwise specified. Materials used should, confirm to the desired standards prescribed in the relevant codes. Wherever a pair of I.S code is cited in specification, it goes without saying that the latest revision of the specification subsequently, shall apply. For purpose of relevancy or otherwise of any provision of I.S. code referred to the decision of the Engineer-in-Charge shall be final and binding.

Section 3.2 Excavation for canal/creek /drainage channel and for Structures

3.2.1 Classification of Excavation

Payment shall be made on actual classification of soil met with during excavation. Material excavated shall not be classified for payment, except or otherwise provided in these specifications. Material excavated shall be measured in excavation, to the lines shown on the drawings or as provided in these specifications and all materials required to be excavated will be paid for at the applicable rates in the schedule for excavation. No additional allowance above the rates in the schedule will be made on account of any of the material being met. Bidders and the Contractors must assume all responsibility for deducing and concluding as to the nature of the materials to be excavated and the difficulties of making and maintaining the required excavations.

The classification of excavation shall be decided by the Engineer-in-Charge and binding on the Contractor. In case of dispute, the decision of S.E. shall be final. Merely the use of explosive in excavation will not be considered in areas on the higher classification unless blasting is clearly necessary in the option of the Engineer-in-Charge.

3.2.2 Excavation for Canal

- (a) The excavation may be carried out manually or mechanically and as per specification, drawing and direction of the Engineer-in-Charge. ;
- (b) The excavation for canal in all kinds of soil and D.I. Rock shall be done according to the dimensions and grades shown in the drawing. Proud equivalent to thickness of the lining on sides and in bed on the underside of the lining shall be left unexcavated temporarily and the removal of this proud shall be done just, before trimming and placing concrete for lining.
- (c) Blasting shall be done in such a manner as not to cause over break which in the opinion of the Engineer-in-Charge is excessive. Special care shall be taken to prevent over break or loosening of material on bottom and side slopes against which concrete lining is to be placed. Final cutting in hard rock for 45 cm shall be carried out by controlled blasting or chiseling or with the help of pneumatic pavement breakers. If excavation is required to be done within 30 m from the existing structure, the same shall be carried out by chiseling without adopting blasting for which no extra rate shall be payable. The method of drilling and blasting to be resorted to for hard rock excavation shall be got approved from the Engineer-in-Charge.
- (d) Except for the areas of rock all areas to be excavated for canal sections shall be pre wetted so that at the time of excavation moisture content shall be about optimum. However in case the excavated material from canal is not to be used for embankment, such pre wetting is not necessary
- (e) The excavation shall be allowed to progress from the valley ends of the reach towards the ridge in conformity with the layout given. All useful earth from excavation shall be used for filling the banking section with varying leads and with all lifts either manually or mechanically. Excavated materials which is not useful for banking or which is in excess after meeting the banking requirement of the reach, shall be disposed as specified at paragraphs 8.1 and 8.2 of I.S. Code 4701-1982 either by head lead or by mechanical means or by both in spoil bank or at any specified place with all lifts and varying leads
- (f) The regradation for tail channel and approach channel for structures and diversion of drains/ nallas shall be done according to the dimension and grade as shown on the drawings or instructed by the Engineer-in-Charge.
- (g) The Contractor shall not be entitled to any additional rate above the rates quoted in the schedule on account of the requirement for allowing additional time for drying, stock piling and rehandling the excavated material which have been deposited temporarily and stockpiled.
- (h) When cutting on cross sloping ground the Contractor shall cut a catch water drain on the higher side to prevent water from flowing down to the cutting slope. No separate payment will be made for the work as the same is deemed to have been included in the Unit rate of excavation of soils, D.I. and rock etc.

3.2.2.1.1 Excavation of Soil and Disintegrated (D.I.) Rock

Excavation of soil shall comprise of all kinds of soil such as vegetable or organic soil, turf, sand, silt, loam, clay, mud, peat, black cotton soil, loose or compact moorum, stoney earth mixed with gravel having stones of 300 mm maximum diameter in one direction. Excavation of D.I. shall comprise of sowing of roads/paths, hard core, macadam surface, lean concrete, stone masonry, brick work, soft conglomerate, lime stone, soft sand stone, soft laterite, soft conglomerate and all types of D.I. rock, which does not require blasting and can be quarried or split with pick-axe and crow bars. If however, the Contractor resorts to blasting in such strata and D.I. rocks for his convenience, no extra payment shall be made and material shall not be classified in higher grade.

Excavation for canal shall conform to provisions of relevant I.S. codes. Side slopes to be provided as per the approved drawings, specification and provision of I.S. code.

The excavated materials suitable for reuse in filling section of canal shall be carried by the agency and use the same for canal embankments in filling reaches/canal banks The materials unsuitable for filling shall be dumped in spoil bank of canals.

3.2.2.1.2 Excavation of Medium Hard Rock (M.H.R)

This shall include any other rock other than 3.2.2.1.1 above & HR, which cannot be excavated by pickaxe and crowbar and needs blasting. There will be no recovery of materials for reuse.

3.2.2.2 Excavation of Hard Rock

This shall include all solid rock in place of such hardness and texture that it cannot be removed by pickaxe and crowbar or any other method until loosened by drilling, blasting and wedging. All boulders or detached pieces of solid rocks having volume greater than 3 cum can be classified as hard rock when removed by blasting etc. Blasting shall be restored only after it has been certified by the Engineer-in-Charge that blasting is necessary. Rock excavation shall be done as per relevant I.S. codes.

The excavated rock and debris so obtained shall be carried, dumped and stacked separately with varying lead at places indicated by the Engineer-in-Charge. The volume shall be calculated after deduction of suitable void percentages and compared and co-related with the premeasured volume. The excavated materials shall be the property of the Department. The same shall be issued to the Contractor for the work such as pitching, filter, rock toe, masonry work etc. under this contract, if required, at issue rate. The issue rate fixed by the department from time to time shall be applicable and binding on the Contractor.

Payment for hard sheet rock and medium hard rock shall be made as per level section (pre & finished) taken 3 m apart with transverse levels at every 1 m apart. Closer interval for levelling may be adopted if considered necessary in the opinion of the Engineer-in-Charge. Boulders having volume more than 3 cum shall be premeasured.

However the excavated hard rock as measured by above method and as calculated by stack measurement (deducting voids) shall be co-related and variation worked out. The stack measurement of hard rock shall not ordinarily be less than 70% which shall be ascertained by the Engineer-in-Charge and a certificate thereon shall be recorded in the measurement book, if a higher variation is found after getting verified by the Engineer-in-Charge. A report shall be forwarded to the superintending Engineer for approval.

3.2.2.3 Over Excavation

The canal shall be excavated to exact designed section in all kinds of soil and D.I, rock. No. over excavation will be allowed in such reaches. However in canal sections taken in Hard rock formation over excavation to the extent of 10 cm depth on an average will be allowed and paid for in respective item. In case of over excavation due to poor geological formation certified by the Superintending Engineer and approved by the Chief Engineer, payments would be made for removal of such quantity only.

In the canal section where expansive type of soil such as CH type of soil is encountered and over which concrete lining cannot be directly laid the canal prism shall be over excavated to the extent as directed by the Engineer-in-Charge and such over excavated section shall be filled with suitable cohesive non-swelling (CNS) type of soil to be placed in uniformly compacted layers as directed by the Engineer-in-Charge. The over excavation made in such strata, filling with suitable soil, watering and compacting will be paid under respective items at the quoted rate.

3.2.2.4 Dewatering Trenches and Wet Excavation

Subsoil water met within canal excavation shall be diverted to nearby drain/nalla by cutting an open channel within the canal section to be excavated. When the drain/nalla bed is higher than the subsoil water level met with pumping shall be resorted to for dewatering below the drain/nalla bed level.

3.2.2.5. Disposal of excavated earth:

The excavated earth shall be utilized in construction of the embankment in both side or one side wherever necessary as per the design section. The earth shall be laid in layers not exceeding 22.5 cm in thick, spread uniformly and compacted with suitable compactor up to 85% of MDD. The spoil /surplus earth shall be deposited in the areas identified by engineers and as per direction of the Engineer-in-charge. No payment will be made separately.

In case where the topography of the area is such that surface water is not possible to be drained off by excavating the channel, pumping shall be resorted to till completion of the work. No distinction shall be made as to whether the material being excavated is dry, moist or wet. Care should be taken to discharge the drained water not to cause damage to works, crops or any other property. No separate payment shall be made for dewatering by pumping or by any other method.

3.2.2.6 Measurement and Payment

The payment shall be made on volumetric basis for the quantities excavated to the required extent. The cross section shall be taken initially before commencement of work as stipulated in earlier paragraph. On completion of excavation, final cross sections shall be taken at the same points longitudinally and transversely. These cross sections shall be marked on the initial cross sections and the quantities between initial and final cross sections shall be worked out and paid.

In case of canal excavation on Hard Rock, and Medium Hard Rock cross sections shall be taken at 3 m interval longitudinally with transverse levels at 1 m or closer intervals. Isolated boulders having volume more than 3 cum and not covered in section measurement shall be pre-measured. **3.4 Drilling and Blasting**

3.4.1. General

Blasting where required shall be permitted only when proper precaution have been taken for the protection of persons and property in accordance with I.S. 4081-1961 (Indian Standard Specifications) for safety Code for blasting and related drilling operations). While carrying out excavation, adequate precautions in accordance with I.S. 3761-1966 (Indian Standard Specifications for safety code for excavation work) shall be taken.

All contractors who execute blasting operations in connection with works for purpose of the quarrying stones, road construction, excavating foundations, well sinking or for any further additional instructions which may be given by the Engineer-in-Charge.

3.4.2. Blasting with Powder

- (a) Blasting operation shall be under charge of competent persons specially deputed for this purpose and be carried out during fixed hours of the day preferably during early hours, day lunch hour or at the close of the working day, in the presence of competent persons. Prominent signboard indicating the blasting timings should be put up at a number of places. The Safety Engineer shall see strictly that the safety precautions are taken and observed.
- (b) Red flags shall be prominently displayed and all the people except those who have actually to light the fuse must evacuate to a safe distance from the blast not less than 150 meters as a rule.
- (c) Sirens shall be sounded five minutes prior to the blast with wailing note and an all clear shall be given with a long blast at the end of the operation. These sirens should be kept at different locations so as to identify the danger zones.
- (d) All fuses must be cut to required length before being inserted into the holes. The safety fuses of the charged holes are to be lighted in presence of the Supervisor, who must see that the fuses of all holes charged have properly been ignited.
- (e) The number of blasts to be fired and the actual number of shots heard must be compared and the person responsible must satisfy himself by examination that all blasts have exploded before work people are permitted to approach the site. Withdrawal of charge which has not exploded is not to be permitted, under any circumstances, but the tamping and charge should be flooded with water and the hole marked in a distinguishing manner. Another hole should be drilled at distance of about 23cm. from the old hole and fired in the usual way. The result shall be carefully examined by the persons in charge of blasting and the operation continued until the original blast is exploded.

3.4.3 Blasting with Dynamite and Other High Explosives

Sub paragraphs (a) to (c) of the paragraph 3.4.2 instructions for blasting with powder shall apply. The strength of the special gelatine to be used in the excavation of foundation as per the percentage mentioned below.

60% Special gelatine -for softer rock strata:

70% special gelatine -for medium hard rock strata

80% special gelatine -for hard rock strata

Bore holes must be of such a size that the cartridges can easily be passed through.

The position of all holes to be drilled must be marked out with white paint and the responsible man in charge of blasting (supervisor) shall take particular note of these positions and check them again after holes are drilled.

The Supervisor himself must supervise preparation of all charges necessary for the boreholes. Blasting plans shall be evolved after trial blasting at the site. The first few rounds blasted at the work site shall be considered as test/trial blasting to find the most economic and efficient drilling and firing pattern, consistent with limiting the blast-induced peak particle velocity (ppv) within permissible range. He shall adjust the drilling pattern, hole depth, number of holes, charge per hole and the firing sequence including the types and number of delays for ensuring most favourable angle of breakage. The blasting plan so evolved, and approved by the Engineer-in-Charge, will restrict the development of crack zone beyond the drilled contour and limit the PPV's influencing the damage prone Features / Structures range.

Through trial blasting and vibration measurement, the value of variable K shall be determined from the following equation.

$$V = \frac{K(Q_{1/2})^{1.7}}{D}$$

V= Peak particle velocity in mm/sec.

Q = Co-operating charge in Kg

D= Distance from the blasting zone in meters

K= Transmission factor constant which depends upon rock characteristics, homogeneity of rock and presence of faults and cracks

Broadly, a peak particle velocity range of 70-100 mm/sec shall be permissible in good rock excavation. The number of holes to be blasted in a round will be governed by the blasting plan evolved through trial blasting as explained above with the framework of permissible ppv. If blasting is to be done in the vicinity of any risk-prone feature of structure the permissible ppv shall be reduced and the Engineer-in-Charge shall lay down the safe limits of ppv.

3.4.4 Explosive and Blasting

Explosive required for rock blasting are to be procured by the Contractor at his cost. It shall be the responsibility of the Contractor to store the explosive purchased by him in accordance with the rules of the explosive act and other rules framed by Govt. of India.

Blasting materials such as Gelatine, Detonators and fuse coils will have to be procured by the Contractor. He should make his own arrangement for their transport to work spot at his cost and their safe custody in a portable magazine, as per the rules in force and furnish the following details :

Capacity	License No. and Date	Validity Period
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The contractor shall acquaint himself with all the applicable laws and regulation concerning storing, handling and the use of explosives. All such laws, regulations and rules as prevalent from time to time shall be binding upon the Contractor.

The provision detailed in the specifications are supplementary to the above laws, rules and regulations and are also applicable except where they conflict with the above mentioned laws. Further the Engineer-in-Charge may issue modifications, alterations and new instructions from time to time. The Contractor shall comply with the same without those being made a cause for any claims.

All the materials such as explosive, detonators, fuse coils, tamping materials etc. they are proposed to be used in the blasting operations shall have the prior approval of the Engineer-in-Charge. Only explosives of required make and strength are to be used.

The use of fuse with only one protective coat is prohibited. The fuse shall be sufficiently water resistant as to be unaffected when immersed in water for thirty minutes. Rate of burning of the fuse shall be uniform and not less than 4 (four) seconds per 35 millimeters of length with 10 percent (ten percent) tolerance on either side. The fuse known as tarntaneous fuse shall not be used.

Before use, the fuse shall be inspected and most damaged or broken ones shall be discarded. The rate of burning of all new types of fuses or when they have been in stock for long shall be checked before use. The detonators used shall be capable of giving an effective blasting of the explosives.

3.4.5 Personnel

Excavation of blasting shall be permitted only under the personal supervision of competent and licensed persons and trained workmen employed by the Contractor by his cost. All supervisors and workmen in charge of make up, handling, storage and blasting work shall be adequately insured by the Contractor.

The storage of explosives shall be in charge of a very reliable person approved by the Engineer-in-Charge. He may, if necessary cause police inquiry being made as to his reliability, antecedents, etc. The Contractor shall have to produce security for the person in charge of the explosives, if and as required by the Engineer-in-Charge or the civil authorities of the District.

The Contractor shall make sure that his supervisor workmen are fully conversant with all the rules to be observed in storing, handling and use of explosives. It shall be assured that the supervisor in charge, is thoroughly acquainted with the details of the handling and blasting operations.

3.4.6 Storage of Explosives

The contractor shall build at his cost a magazine for storing the explosives and portable magazine for carrying the explosives to work spot from the magazine or one storage magazine to be built near the site of the work on which explosive are to be used. The site of the magazine, its capacity and design shall be subject to approval by the Engineer-in-Charge and the Inspector of Explosives before the construction is taken up. As a rule, the explosives should be stored in an clean, dry, well ventilated bullet proof and fire proof building on an isolated site.

The explosives, detonators. and fuse coils shall each be separately stored.

A careful and day to day account of the use of explosives shall be kept by the Contractor in register in a manner prescribed by the Engineer-in-Charge. The Engineer-in-Charge may also pay surprise visits to the storage magazine. In case of any unaccountable storage of the explosives or if the account is not found to have been maintained in a manner prescribed by the Engineer-in-Charge, the Contractor shall be liable to be penalized in which case, he shall not be entitled to any compensation for the losses etc.

The action taken under this clause shall be in addition to that which might be taken by the competent authorities or in the court of law. The magazine shall at all times be kept scrupulously clean.

No unauthorized person shall at any time be admitted inside the magazine. A notice shall be hung near the storage, prohibiting entrance of unauthorized persons.

The magazines on no account be opened during or on the approach of a thunder storm and no person shall remain in the vicinity of the magazine during such periods.

Magazine shoes without nails shall at all times be kept in the magazine and a wooden tube or cement trough about 300 millimeters high and 450 millimeters in diameter filled with water shall be fixed near the door of the magazine.

Persons entering the magazine, must put on the magazine shoes which shall be provided by the Contractor for the purpose and be careful.

- i. Not to put their feet on the clear floor unless they have the magazine shoes on.
- ii. Not to allow the magazine shoes to touch ground outside the clean floor. iii.

Not to allow any dirt of grit to fall on the clean floor.

Person with barefoot shall before entering the magazine dip their feet in water and then step direct from tube over the barrier (if there be one) on the clean floor.

A brush or broom shall be kept in the lobby of the magazine, for cleaning out the magazine, on each occasion it is opened for the receipt, delivery or inspection of explosives. No matches or inflammable material shall be allowed in the magazine. Light shall be obtained from an electric storage battery lantern.

No person having articles of steel or iron on him shall be allowed to enter the magazine. Oily cotton, rags, wastes and articles liable to spontaneous ignition shall not be allowed inside the magazine.

Workmen shall be examined before they enter the magazine to see that they have none of the prohibited articles on them.

No tools or implements other than those of copper, brass, gunmetals or wood shall be allowed inside the magazine. All tools shall be used with extreme gentleness and care.

Boxes of explosives shall not be thrown down or dragged along the floor, and shall be stacked on the wooden trestles.

Where there are white ants, the legs of the trestles shall rest in shallow copper, lead or brass bowls containing water. Open boxes of Dynamite shall be never be exposed to the direct rays of the sun. Empty boxes or loose packing materials shall not be kept inside the magazine. The magazine shall have lightning conductor, which should be got tested at least once a year, by an officer authorized by the Engineer-in-Charge. The Contractor shall within 15 days, comply with all the recommendations made by the officer, testing the lightning Conductor failing which the Engineer-in-Charge shall entitle to comply with the same at the Contractor's expenses which shall not be open to question or the Engineer-in-Charge may consider any action that he may consider.

The following shall be hung in the lobby of the magazine.

- a. A copy of rules both in English and the language in which the workers concerned are familiar.
- b. A statement showing the stock in the magazine at that particular time.
- c. A certificate showing the last date of testing of the lightning conductor.
- d. A notice that Smoking is strictly prohibited. .

The magazine shall be inspected at least twice a year by an officer representing the Engineer-in-Charge who shall see that all the rules are strictly complied with. He shall notify all omissions etc., to the Contractor who shall rectify the defects within a period of 15 days (fifteen days) from the date of receipt of the notice, failing which the Engineer-in-Charge may take whatever action he considers suitable.

3.4.7 Transport and Storing of Explosives:

For the transport of explosives and detonators between the store and site, closed and strong containers made of soft materials such as timber, zinc. Copper, leather shall be used. Explosives and detonators shall be carried in separate boxes. For the conveyance of primer special container. shall be used. The boxes and containers used, shall be kept closed. Explosives shall be stored and used chronologically to ensure the ones received earlier being used first. A make up house shall be provided at each working place in which cartridge will be made up by competent and licensed men as required for the work. The make up house shall be separated from other buildings. Only electric storage battery lamps will be used in this house.

No smoking shall be allowed in the make up house or generally while dealing with explosives.

No child under 16 years of age & person who is in the state of introduction, shall be employed on the loading, unloading or transport of explosive or be employed in or allowed to enter the premises where explosives are handled and/or stored.

3.4.8 Disposal of Deteriorated Explosives

All deteriorated explosives shall be disposed off in an approved manner. The quantity of the deteriorated explosives to be disposed off shall be intimated to the Engineer-in- Charge prior to its disposal.

3.4.9. Preparation of Primers

The primers shall not be prepared near open flames or fire. The work preparation of primers shall always be entrusted to the same personnel. Primers shall be used as early as possible after they are ready.

3.4.10.Charging of Holes

The work of charging holes shall not commence before all the drilling work at the site is completed and the Contractor's supervisor satisfy himself to the effect by personal inspection. While charging, open lamps shall be kept away. For charging with powdered explosives, a naked flame shall not be allowed, Only wooden tamping rods, without any kind of metal on the rod shall be allowed to be used. The tamping rods shall have cylindrical ends. Bore hole must be of such size that the cartridges can easily pass down them, they shall not however to be too big.

Only one cartridge shall be inserted at a time and gently pressed into the hole with the tamping rod. The sand, clay or other tamping material used for filling the holes completely shall not be tampered too hard.

3.4.11 Blasting

Blasting shall be carried out during fixed hours of the day which shall have the approval of the Engineer-in-Charge. The hours once fixed shall not be altered without prior, written approval or the Engineer-in-Charge.

The site of blasting operations shall be prominently demarcated by red danger flags. The order for fire shall be given only by the Contractor's supervisor in charge of the work and his order shall be given only after giving the warning signal three times. So as to enable all the labour, watchmen, etc., to reach safe shelters.

All the roads and foot paths leading to the blasting areas shall be watched. Road closing barriers should be provided to close the traffic on these roads at least 400 meters away when the firing is to take place.

In special cases, suitable extra precautions shall be taken. The Engineer-in-Charge may however permit blasting for under ground excavation, without restriction of fixed time, provided that he is satisfied that proper precaution are taken to give sufficient warning to all concerned and that work of other agencies on the site is not hampered. For lighting the fuse, a lamp with strong flame such as carbide lamp shall be used,

The Contractor's Supervisor shall watch the required time for the firing of the fuses and shall see that all the workmen are under safe shelters in good time.

3.4.12 Electrical Firing

Only the Contractor's Supervisor in charge shall possess key of the exploder and short firing accessories and he shall keep it always with himself. Special apparatus shall be used as a source of current for the blasting operations. Power lines shall not be tapped for the purpose.

The detonators shall be checked before use. For blast in series, only detonators of the same manufacture and of the same group of electrical resistance shall be used.

Such electrical lines as could constitute danger for work of charging shall be removed from the site.

The firing cable shall have a proper, insulating cover so as to avoid short circuiting due to contact with water, metallic parts of rock.

The use of the earth as a return line shall not be permitted.

The firing cables shall be connected to source of current only when nobody is in the area of blasting. Before firing, the circuit shall be checked by a suitable apparatus. After firing whether with or without an actual blast the contact between the firing cables and the source of current shall be cut off before anyone is allowed to leave the shelter.

During storms, charging with electrical detonators shall be suspended. The charges, already placed in holes shall be blasted as quickly as possible but taking all the safety precautions, and giving necessary warning signals. If this is not possible the site shall be abandoned till the storm has passed.

3.4.13 Precautions after Blasting

After the blast, the Contractor's Supervisor must carefully inspect the work and satisfy himself that all the charges have exploded. After the blast is taken place in underground works, workmen shall not be allowed to go the place till all the toxic gas are evacuated from the face.

3.4.14. Misfires

If it is suspected that part of the blast has failed to fire and delayed, sufficient time shall be allowed to elapse before entering the danger zone. When fuse and blasting caps are used, a safe time should be allowed and then the Contractor's Supervisor alone shall leave the shelter to see the misfire.

None of the drillers are to work near this hole unless one of the two following operations have been carried out by the supervisor.

Either (i) the supervisor should very carefully (when the tamping is of camp clay) extract the tamping with a wooden scraper or jet of water or compressed air (using pipe of soft materials and withdraw the fuse with the primer and detonator attached after which a fresh primer and detonator with fuse should be placed in this hole and fired out or (ii) the hole may be cleared of 300 mm by scrapping and the direction then be ascertained by placing a stick in the hole, another hole may be drilled at least 225 mm away, and parallel to it. This hole should then be charged and fired. The balance of the cartridge and detonators found in the muck shall be removed.

Before leaving the work site, the Contractor's Supervisor should inform the supervisor of the relieving shift about any case of misfires and should point out the position with red cross demarcating the same, stating action he has taken in the matter. A register of misfires and their location and how they were dealt with shall be maintained by the Contractor.

The Contractor's Supervisor should also report at the Contractor's office all cases of misfires, the cause of the same and steps taken in this connection.

The names of day and night supervisors of the Contractor must be noted daily in the Contractor's office. If misfire has been found to be due to defective detonator or dynamite the

whole quantity of box from which the defective article was taken must be returned to the Contractor's office for inspection and shall be disposed off.

Blasting operation, when considered necessary shall be taken up only with the written permission of the Engineer-in-Charge. Prior inspection shall be carried out for the safety and stability of the public and property. Blasting operations in the proximity of overhead power lines, communication lines, utility lines or other structures shall not be carried out until the operator or the owner or both of such lines have been notified and precautionary measures deemed necessary have been taken.

Any damage to the neighboring buildings, Properties, standing crops and life due to blasting shall be made good by the Contractor at his cost.

3.5.3.5 Haul roads and Approach Roads

Construction and maintenance of approach roads and haul roads will be the responsibility of the Contractor. The Department will have full right of way to those roads for inspection purposes. Proper road sign as directed have to be provided for safety. For haulage of earth, the Contractor shall construct ramps and haul roads of sufficient width along the shortest and most practicable route and shall maintain and illuminate them to a satisfactory manner. Watering of the haul road shall be done by the Contractor very often and as necessary to prevent raising of dust, formation of cuts and consequent deterioration of the surface. Whenever service roads traverse through roads meant for public thorough fare or run close to the borrow area, the Contractor shall carry the excavation and haulage operation in such a manner as to ensure uninterrupted use of the service road and safety to the public. At the haul road and service road crossings the Contractor shall install necessary check gates and road signs. .

No extra payment is admissible as this is deemed to have been included in the unit bid price for earth work in the bill of quantities being contingent to the main work.

3.6.9 Slope Dressing

The slopes of particular reach of the canal which has been completed in the manner described earlier shall be dressed neatly to the designed line and grade. Extra earth work done at sides are to be dressed and reused in the embankment.

Section 3.7 Slope Protection

3.7.2 Forming Dry Rubble Rock Toe

(A) General

The dry rubble rock toe along with filters shall be formed to the lines and grades as shown in the drawing. The forming of dry rubble rock toe filter consists of,

- i. Excavation of foundation trench 45cm. deep for laying filters and forming rock toe, ii. Laying sand filters, iii. Laying graded metal filters and iv. Forming dry rubble rock toe.

(B) Materials

- i. The filter materials should be composed of layers of fine sand, coarse sand and hard rock aggregates of thickness specified in plans and in schedule.
- ii. The fine and coarse sand to be used shall be composed of clean sand, well graded, hard siliceous material, free from injurious amounts of dust, lumps of clay, soft or flaky particles, shale, alkali, loam mica or other deleterious substance. If the same brought to site is dirty, it must be washed thoroughly, cleaned with water so as to get rid of all soluble impurities. The sand shall be screened and the fine and coarse ones stacked separately which shall confirm to the gradation specified hereunder.

- iii. The aggregates of 10 mm to 75 mm size shall consist of broken stone which are hard, dense and durable. The rock fragments shall be free of disintegrated and decomposed stone, soft, flaky, salt, alkali, vegetable material, and other deleterious substances like clay, lumps etc. They should be washed clean and stacked separately as per the gradation defined hereafter. iv. All the quantity of rock and spalls required for breaking the aggregates and those obtained from the spoil of canal rock blasting shall be available at site. It shall be insisted upon the Contractor to first utilize these materials to the full and the recovery of cost of the material used from such spoils from canal excavation shall be fixed by the Engineer-in- Charge, which is binding on the Contractor.
- v. The gradation of each filter layer shall meet the following requirement with respect to the materials in the adjacent filter layer. Each successive layer of material shall compose of materials such that the 15% size (15% smaller than and 85% larger than the diameter) is more than 5 times that of 15% size of the layer above.
- vi. The requirement for grading of the filters shall be established by the field laboratory on the basis of mechanical analysis of the adjacent fill material. Mechanical analysis shall be performed on samples which have been compacted. The test is to be conducted by the Contractor at his cost in the presence of Department Engineers to be nominated by the Engineer-in-Charge.

- vii. The following gradation is however tentatively and roughly indicated for the Contractor's information.

FINE SAND

At least 15% particles should be less than 0.3mm to 0.5mm in diameter.

COURSE SAND

At least 15% particles should be less than 2.50mm to 3mm in diameter.

AGGREGATE

10mm to 75mm rock aggregate: At least 15% particles should be less than 20mm in size.

- viii. Representative samples of these filter materials should be submitted by the Contractor to the Engineer-in-Charge of the work so that the mechanical analysis of the same could be carried out in the field laboratory and its gradation got tested and declared as permissible. In the event of the samples not conforming with the required gradation, the Contractor shall take

such steps and perform such operation as to result in obtaining the materials of the required gradation without claiming any extra consideration beyond his quoted rate.

(C) Rock Toe

- i. The rock fill at the down stream toe of the bank shall be constructed to the finished lines and grades shown in the drawings.
- ii. The rock fill shall be placed in layers not exceeding 0.30 meter thickness at a time. The large rock fragments shall be placed on the outer faces of rock toe and shall be closely and firmly set with hand with their broadest side down-wards and face normal to the finished slope. At least 25% of these stones on the outer faces, should be 300mm in depth in normal to the slope and to be well embedded in the mass and should be laid with breaking joints as far as possible, so as to secure a firm and stable rock mass. For the sloping surface away from the embankment interstices between the adjacent stone on the slope shall be well filled with stones of the proper size and tightly wedged by wooden mallets or crowbars to ensure firm packing to result in a neat and well packed surface true to the finished slope. For earth side slope the surface stones need not be wedged with smaller stones so as to allow free drainage of the embankment. Profiles of strings and pegs should be used to ensure that rock toe is done true, straight and to confirm neatly to the designed slopes throughout
- iii. Rock spall and stones not less than 0.014 cum in volume shall be dumped in the interior portion so as to claim a free draining, properly graded fill with the best practicable distribution of materials and prevent large unfilled spaces being left within the rock mass. The inclusion of rock spall in the mass to amount in excess of the required to fill the voids between the large

stones shall be permissible. The stones used shall consist of sound dense and durable rocks and shall be reasonably well graded.

(D) Slope and Bed Filter to Rock Toe

- i. Slope and bed filter should be laid for the rock toe consisting of filter materials of specified thickness and types shown in the drawings.
- ii. The specification of the materials mentioned shall be the same as given in paragraph (B), above.
- iii. The thickness of the various types of filter materials shall be specified in the plans.

(E) Measurement and Payment

Measurement and payment for filters shall be in the units of cubic meter. The payment shall be made on the relevant unit price bid in bill of quantities and the unit price shall include cost of furnishing, hauling of the materials and labour involved in all the operations specified for formation of filters.

3.7.3 Rough Stone Dry Packing for Aprons and Revetments

- i. The bed or slopes to receive the packing shall first be provided as specified and passed by the Engineer-in-Charge. In case where the work of preparation of bed and slopes such as cutting out high bund, filling in hollows, etc. or the digging of the well foundations is rather extensive, separate items should usually be provided for such subsidiary kinds of work in the schedule of the agreement. But if the work involved in such subsidiary item is very little, no separate provision need be made and in the absence of such provision the Contractor shall understand that his tender rate is inclusive of all such work without extra charge. If the backing is to be laid on made up ground which is objectionable it shall so far as possible, not to be laid till the ground has completely settled if a backing of gravel, quarry rubbish or other material is to be given, it will be specified in a separate schedule item.

The size of the stone to be used for dry stone revetment should be 225 mm and 300 mm thick or as specified.

- ii. The stone shall be perfectly sound, as regular in shape as possible, free from cracks and decay and with their lengths equal to the thickness of the required apron or revetments and
each stone shall not be less in size than 0.05 cubic meter unless otherwise specified or ordered by the Engineer-in-Charge having required to the nature of the stone along quarried. The smaller size stones required for filling in interstices and wedging shall only be supplied to the actual requirements for the work as defined in clause (iv) below and shall not be used in 2 or 3 layers as a substitute for the full thickness stone, specified in clause (iii) below. The stone shall be obtained from the quarry specified.
- iii. The stones shall be laid closely in position on the prepared bed and firmly set with their broadest end downwards, so that they may meet all round their bases and with the top of the stone, level with the finished surface of packing. The stones shall be laid breaking joints so far as possible in the direction of the flow of water. The stones are to be placed perpendicular to the finished surface i.e., perpendicular to the slope for revetments.
- iv. Interstices between adjacent stones shall be filled in with stones of the proper size, well driven in with crowbars to ensure tight packing and complete filling of all interstices. Such filling shall be carried on simultaneously with the placing in position of large stones and shall in no case be permitted to fall behind. The final wedging shall be done only after obtaining the orders of the Engineer-in-Charge. The final wedging shall be done with the largest size chip practicable, each chip being well driven home with a hammer so that no chip is possible of being picked up or removed by hand.
- v. Profiles of strings and pegs are to be put up to ensure that the pitching is done true, straight and to the proper slope throughout and revetments in all cases are to be built up from the foot of the bund to be reverted. Care is necessary that a strong toe wall or other protection is always given to the revetment. Such protective measures shall be shown on the plans.

- vi. On completion, the surfaces presented by the apron or revetment shall be even throughout free from irregularities to the required length, breadth and slope as specified or shown on the plans.

Measurement and Payment

Measurement and payment for rough stone dry packing for apron and revetment will be in the units of cubic meters. The payment will be made as per the relevant unit price bid in bill of quantities and the unit price shall include cost of furnishing, hauling of all materials and labour involved in all operations specified for rough stone dry packing.