



**GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES**

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

TENDER DOCUMENT

FOR THE WORK

**Repair and Renovation of
office building of Earth Dam
Division, Chitrakonda for
the year 2026-27 (Roof
sheeting)**

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

BID DOCUMENTS

NAME OF WORK : - Repair and Renovation of office building of Earth Dam Division, Chitrakonda for the year 2026-27 (Roof sheeting)

The bid document contains..... Sheets.

**Superintending Engineer
Earth Dam Division, Chitrakonda.**

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SECTION – 1
DETAILED TENDER
CALL NOTICE

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

E-mail ID _executiveengineereddckd@gmail.com

e- Procurement Notice No. SE-EDD-CKD-04/2026-27

1. Type of Works : Civil Works
2. Total No. of Works : - Eight (08) Nos.
3. Estimated Cost: - : Varies from Rs. 3.13 Lakhs to Rs. 39.60 Lakhs
1. 4. Period of Completion : - 02 Calendar Months to 06 Calendar month.
5. Class of Contractor :- Varies from Class D to B

Procurement Officer	Bid -Identification No.	Availability and submission of Bids – on line	
		Form	To
1	2	3	4
Superintending Engineer, Earth Dam Division, Chitrakonda.	SE-EDD-CKD-04/2026-27	23.07.2026 10.00 A.M.	01.08.2026 up to 5.00 PM.

Date of opening of the Tender / Bid: - 03.08.2026 at 10.30 A.M in the office of Superintending Engineer, Earth Dam Division, Chitrakonda.

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

Sd/-(Er.K.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-04/2026-27

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 single cover system through e-procurement for execution of the following work. The bid should be submitted by eligible class of contractors On-line in the Govt. website www.tenderorissa.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 the following works.

DETAILED LIST OF WORKS

Sl. No	Name of work	Bid Identification No.	Approximate Value of work (Rs. In Lakhs)	Class of Contractor	E.M.D. (Rs.) (On line)	Cost of Bid document (Rs.) (On line)	Period of completion.
1	2	3	4	5	6	7	8
1	M/R to Spillway of Balimela Dam Project for the year 2026-27 (Wall Painting).	SE-EDD-CKD-04(1)/2026-27	24.14	'C' & 'B'	Rs. 24200/-	Rs. 6000/-	06(Six Calendar Months)
2	Repair and Renovation of office building of Earth Dam Division, Chittrakonda for the year 2026-27 (Roof sheeting)	SE-EDD-CKD-04(2)/2026-27	13.81	'D' & 'C'	Rs. 13900/-	Rs. 6000/-	06(Six Calendar Months)
3	Conservancy Measures to 'P' Colony of Chittrakonda for the year 2026-27 (Cleaning of drain SR Line and CA Line).	SE-EDD-CKD-04(3)/2026-27	4.22	'D' & 'C'	Rs. 4300/-	Rs. 2000/-	02(Two Calendar Months)
4	Conservancy Measures to 'P' Colony of Chittrakonda for the year 2026-27 (Cleaning of drain DR Line and TDR Line).	SE-EDD-CKD-04(4)/2026-27	3.13	'D' & 'C'	Rs. 3200/-	Rs. 2000/-	02(Two Calendar Months)
5	Construction of Culverts for passage of rain water in CA Quarter line and raising of drain wall in 'P' Colony, Chittrakonda for the year 2026-27.	SE-EDD-CKD-04(5)/2026-27	6.81	'D' & 'C'	Rs. 6900/-	Rs. 4000/-	04(Four Calendar Months)

6	Installation of 6 inch pipe line from 80 H.P. pump house to 40 H.P. pump house at Gojiaguda for 'P' Colony, Chitrakonda for the year 2026-27.	SE-EDD-CKD-04(6)/2026-27	29.17	'C' & 'B'	Rs. 29200/-	Rs. 6000/-	06(Six Calendar Months)
7	Installation of 4 inch pipe line from 40 H.P. pump house to Aluminium Tank at Gojiaguda for 'P' Colony, Chitrakonda for the year 2026-27.	SE-EDD-CKD-04(7)/2026-27	4.14	'D' & 'C'	Rs. 4200/-	Rs. 2000/-	03(Three Calendar Months)
8	Renovation of BT road in DR line of 'P' Colony, Chitrakonda for the year 2026-27.	SE-EDD-CKD-04(8)/2026-27	39.60	'C' & 'B'	Rs. 39600/-	Rs. 6000/-	06(Six Calendar Months)

08 (Eight Nos. works) only.

Procurement Officer	Bid Identification No.	Availability of tender On-line for bidding		Last date and time of seeking tender clarification	Date, Time & Place of Opening of tender
		From	To		
S.E. Earth Dam Division, Chitrakonda	SE-EDD-CKD-04 of 2026-27 On-line	23.07.2026 at 10.00A.M.	01.08.2026 up to 5.00 P.M.	28.07.2026 Up to 5.00 P.M.	03.08.2026 At 10.30A.M. onwards at O/o. S.E.,Earth Dam Division, Chitrakonda.

1) Bid document consisting of information, plans, specification and Bill of quantities of the works are available in web-site www.tenderorissa.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 guide lines.**shall be paid / transferred through payment gateway of designated bank and in no other form.** A bidders 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 on line mode only. Adjustment of EMD / bid security form other works shall not be entertained. Bidders desirous to hire machineries or equipment outside the state

3) Availability of Tender for **On-line** bidding:- From **10.00 A.M. of 23.07.2026 to 5.00 P.M. of 01.08.2026** from Govt. web site www.tenderorissa.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 but 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
- vii. 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 on 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.

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 Nationalised / 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 financial yea 2026-27. 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, Affidavits , 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 Superintending Engineer, Earth Dam Division, Chitrakonda, Dist. Malkangiri as and when required for verification. The successful bidder has to submit the original affidavit to the Superintending Engineer, Earth Dam Division, Chitrakonda, 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 Tender: Dated 03.08.2026 at 10.00 A.M. in the office chamber of the Superintending Engineer, Earth Dam Division, Chitrakonda. If the office happens to be closed on the last date of receipt of documents and on the date of opening, it will be extended to next working day at same time and venue.

12) In case, if lottery is inevitable for finalisation of the tender, then the tender accepting authority will finalise 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 or Phonetic message and Notice Board.

13) The Superintending Engineer, Earth Dam Division, Chitrakonda may be contacted during office hours on any working days for any further clarification or online between 23.07.2026 from 10.00 A.M. to 28.07.2026 up to 5.00 P.M.

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

15) 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.

16) As per Public Notice of Chief Engineer-Cum-Chief Manager (Tech.) State Procurement Cell, Odisha, it was 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.

17) Other details & conditions can be seen in the bidding documents, which is available in web-site www.tenderorissa.gov.in.

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 point only if he writes the percentage excess or less up to two or more decimal point, the two decimal point shall only be considered without rounding up.

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) A bidder can submit only one tender paper for a particular work, submission of more than one tender paper by a bidder for a particular tender will liable for rejection of all such tender papers as per Works Department Ltr. No.4985/W dtd. 28.03.07.

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

Sd/-(Er. K.C.Sethi)
Superintending Engineer,
Earth Dam Division,Chitrakonda

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

DETAILED TENDER CALL NOTICE

1. The **Superintending Engineer, Earth Dam Division Chittrakonda** invites on-line percentage rate tender through website in prescribed form to be eventually drawn P.W.D. Form No.P1 from the Registered contractor of '**D' & C Class** and equivalent registered under Water Resources, Works and other Departments of Govt. of Odisha C.P.W.D., Railway or Military Engineering Services, Air and Naval or other State Govt., Govt. of India, Central Govt. undertakings are also eligible to tender for the work. This invitation for Bids is open to eligible bidders and to bidders who are registered in the portal.
2. The tender documents may be downloaded from the Govt. website from dated **23.07.2026 at 10.00 A.M. to 01.08.2026 up to 5.00 P.M** for the work "Repair and Renovation of office building of Earth Dam Division, Chittrakonda for the year 2026-27 (Roof sheeting)." **on payment of Rs. 6,000.00 (Rupees Six thousand) (Non-refundable) only transferred online towards cost of the bid.** The bid will be **opened on 03.08.2026 at 10.30 A.M.** in the office of the **Superintending Engineer, Earth Dam Division, Chittrakonda** in presence of the tenderer or their authorized agents. 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 only after the opening time mentioned in the bid. In the event of the specified date of bid opening being declared a holiday the bid will be opened at the appointed time and location in the next working day.
3. The approx. value of the work tendered for **Rs.13.81 Lakhs.**
4. The bidders shall prepare the documents and upload the scanned typed document in PDF format (or as specified in the portal) in appropriate place. Tender must be submitted in on-line only.
5. No tenderer will be permitted to furnish their tender in their own manuscript.
6. The bid security (EMD) @ 1% i.e. of the approx. amount put to Tender i.e. **Rs. 13900/-** must accompany with tender. The bid security shall be 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 on line mode only. Adjustment of EMD/ bid security form other works shall not be entertained. Bidders desirous to hire machineries or equipments outside the state. The bidder shall furnish, as part of his Bid, a bid security in the amount as shown in bid notice of the table of Invitation of Tender for this particular work. Submission of Bids through the E-Procurement Portal, the bidder shall scan all the written pages of the bid security and up load to the system in designated place. The on line bidder shall have to deposit the 'bid security' in original with the "officer inviting the Bid" prior to opening of bid. The Procurements Officer-Publisher shall provided signed receipt with date & time for having received the number of documents. Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading the documentary evidence towards his eligibility for such exemption.

7. (a) **Providing facilities to the Engineer contractors**
- i) Contractors shall have to furnish E.M.D as per works Department No.FR- 11/2001/10003/00 Bhubaneswar dated 24.5.01, failing which the tender will be liable for rejection.
 - ii) The Engineer contractor shall have to execute the work if awarded to him under his direct supervision and he will not be allowed to execute such work through his Power of Attorney Holder.
 - iii) Exemption of EMD to the Engineer contractor will be allowed for a maximum of three works in a financial year and the fact to attending a work with exemption Of EMD should be entered in the original Registration Certificate of the Engineer Contractor. [F.D.& LAW Deptt. UOR No.334 WE dt. 5.6.98 & No.449 L dt. 25.03.2000 respectively.
- b) **No. Cheque/ Bank Draft / Cash Payment will be accepted towards EMD**
- c) Adjustment of earnest money given with other tenders previously and submitted with other tenders shall not to be entertained.
 - d) **Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption.**
8. For a particular work a bidder can submit only one tender paper. Submission of bids through E-Procurement portal the system shall consider only the last bids submitted through portal.
9. **For submission of bids through e-procurement Portal, the bidder shall scan all the written pages of Bid Security Declaration, Cost of Tender Paper, Registration Certificate (R.C.) , PAN Card, GST Certificate, Affidavit regarding authentication of documents and No Relation Certificate etc. and upload to the system in designated place. The bidder shall have to furnish the original document to the Superintending Engineer, Earth Dam Division, Chitrakonda as and when required for verification of tender. The original affidavit should be retained by the bidder with him. The successful bidder shall have to submit the original affidavit to the Superintending Engineer before the drawal of agreement.**
10. The employer's response for the quarries raised by the bidder will be posted in the portal.
11. **The Bid security in the above form shall be from a Nationalized Bank /Designated Bank valid for a period of 45 days beyond the validity of the bid. Bid security in other form is acceptable if the bid documents provides for it.**
12. **The Deposits in any other form as mentioned in detailed tender call notice in respect of Earnest Money Deposit / Bid Security and the Cost of Tender paper in respect of cost of Bid shall not be entertained.**
13. **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 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 L1 bidder.**

14. In case the contractor proposes to engage machineries and equipments as asked for in the tender document owned or hired but deployed out side the State, he/she is required to furnish additional 1% EMD /BID Security. The entire bid security including the additional bid security shall stand forfeited in case the contractor fails to mobilize the machineries within a week from the date of commencement of the work.
15. All charges towards quality control test will be borne by the contractor.
16. The work is to be completed in all respect within **06 Calendar Months** from the date of issue of work order.
17. All tenders received will remain valid for **90 (Ninety)** days from the date of receipt of tenders and validity of tenders can also be extended if agreed to by the tenderer and the Department. The Conditional bid is subject to forfeiture of EMD if any bidder/tenderers withdraws his bid/tender before the bid validity period or makes any modification in the terms and condition of the bid, the EMD deposited at the time of submission of tender shall stand forfeited.
18. Tenderer, whose Tender is accepted must submit a work programme of work immediately after issue of work order for approval of Engineer-in-charge.
19. The date of commencement of the work shall be as notified in work order.
20. The Plans, specifications and scope for the work can be seen from the Govt. website during the sale and received period of tender.
21. The tenderers shall carefully study the tentative drawing and specification applicable to the contract and documents which will form as part of the agreement to be entered into by the accepted tenderers. The detailed standard specifications for Odisha and other said relevant specification and drawings are available for sale. Complain at a future date that plans and specifications have not been seen by the tenderers will not be entertained.
22. Every tenderer is expected before quoting his rates 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.

The tenderer will be deemed to have Satisfied himself that the **Percentage** Rates quoted by him in the tender will be adequate to complete the work according to the specifications and conditions attached to and that he has taken in to account all conditions, difficulties that may be encountered during its progress and to have quoted labour rates and materials, octroi and other duties, including GST lead lifts, delfts 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 authorised subordinates. Complaints at future date that the availability of materials, labour or any other factor have been misjudged cannot be entertained .It should be understood clearly that no claim whatsoever will be entertained after wards on the plea of non availability of proper quantity and quality of materials including food stuff or for any other.

23. Each tender must quote a definite **percentage** rate over the estimated cost of work which will be included in the contract. Tenders containing indefinite terms such as estimated rates will not be considered. 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 fill percentage rates in figures and words should not leave any cell blank..
24. The quality control organisation of department will conduct necessary tests to ensure specifications and quality fo execution of work as per standard procedures in vogue. The testing charges will be borne by the contractor. 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.
25. **Bidder 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 per with the estimated rate of the work put to tender.**
26. Rates should be furnished percentage rate of work unless otherwise mentioned in the tender schedule.
27. **The bidder shall write his name in the space provide 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.**
28. The percentage rate should be written in figures in decimal coinage and the units in words. The tender should also show the grand total of the whole tender.
29. Submission of Bids through the E-Procurement Portal, the bidder can submit the scanned copy of the documents in the designated locations of Technical Bid and Financial Bid. Submission of document shall be effected by using DSC of appropriate class and thus shall be in encrypted form.
30. **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.**
30. For the works at Sl.No. (1) to (2) above in the table the bidder should quote his percentage rate including of all the taxes i.e. GST service tax and entry tax etc. and any other taxes as applicable.

31. The tender containing extraneous condition not covered by the tender call notice are liable for rejection and quotations should be strictly in accordance with the tender call notice, any change in the wording will not be accepted.
32. Submission of Bids through the 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 bids within the designated time of receipt, the bids already in the system shall be taken for evaluation.

Submission of Bids through the E-Procurement Portal, withdrawal of bid is allowed. The bidder has to click on the "withdraw" button and record the 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 upload the scanned document to portal in respective bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.

33. Items of work not covered by the tender notice shall be paid at the current schedule of rates of the state and those not covered by the said schedule rates will be paid, on actual analysis approved by the competent authorities.
36. **If the rate quoted by the bidder is less than 15% of the tendered amount then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids. But if more, than one bids is quoted at 14.99 % (Decimals up to two numbers will be taken, for all practical purposes) less than the estimated cost, the tender accepting authority will finalize the tender through a transparent lottery system, where all bidders / their authorized representatives, the concerned Executive Engineer and DAO will remain present.**
37. On no account the contract work should be sublet to any body without the 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.
38. Letters etc, raising and lowering the rates or dealing with any point in connection with the tender will not be considered.
39. Schedule of quantity accompanies 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 alternations or omissions, deductions or additions as set forth in the condition of contract and such omission, deductions additions or alternations shall in no way invalidate the contract and no extra monetary compensation will be entertained.
40. The authority reserves the right to make such increase or decrease in the quantity of items of works mentioned in the schedule attached to the tender notice 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 rates. The contractor shall not be entitled for any compensation on this account, except extension of time where considered necessary.

41. All taxes, fees, royalties payable under the local rule including GST, Income taxes Octroi tax. Entry tax etc. will be borne by the contractor.
42. The earnest money will be retained in the case of successful tender and will be dealt with as per the terms and conditions of the O.P.W.D code and will not carry any interest. The earnest money of the unsuccessful tender will be refunded on application after the tender is finally accepted.
43. The work may be splitted up and distributed among several contractors if considered necessary on the emergency of the circumstances of the work and the contractor is not entitled to any compensation on this account.
44. The Department reserves the right of authority to reject any or all tenders received without assigning any reason whatsoever.
- 45 The tender inviting officer is not responsible for any failure, malfunction of breakdown of the electronic system used during the e-procurement process.**
46. 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 out side the state of Odisha.
47. The tenderer whose tender is selected for acceptance and who has no fixed deposit with the Govt of Odisha, shall within a period of seven days upon intimation being given to him of acceptance of his tender make an initial security deposit in the form of NSC / Postal time Deposit Pass Book/ Kissan Vikas Patra / Postal Savings / Deposit receipt of any schedule Bank duly pledge in favour of The Superintending Engineer, Earth Dam Division, Chitrakonda and in no other form which including the amount already deposited as earnest money shall be 2% of the value of the tendered amount and sign agreement in the P.W.D. Form No. F2/P1 (Schedule XLV No.61) for the fulfillment of the contract in the office of the Executive Engineer, Earth Dam Division, Chitrakonda or as directed. Submission of Bids through the E-Procurement Portal, the system shall generate the award of Contract letter and intimate the bidders in his e-mail. The security deposit together with the earnest money and the amount with held according to the provision of F2/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 forfeiture of the earnest money. No tender shall be finally accepted until the required amount of security money is deposited. The written agreement to be entered in to between the contractor and the Govt. shall be the foundation of the rights of both the contractor and the Govt. and the contract shall be deemed to be in-complete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter into the contract on behalf of the Govt. The security will be refunded one year after completion of the work and payment of the final bill and will not carry any interest.

48. 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 licence) before commencement of the work.
49. The contractor shall be liable to fully indemnify the department of any compensation under workmen compensation Act-VIII of 1993 on account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.
50. Tenderers are required to abide by the fair wages clause as introduced by Govt, of Odisha and will not pay less than the fair wages fixed by Govt, to the labourers engaged by him for the work.
51. In case of any complaint by the labourers working about the non payment of his wages as per latest minimum wages Act, the Executive Engineer will have the right to investigate and if the contractor is found to be in default he may recover such amount from the contractor's dues and pay such amount to the labourer directly under intimation to the local labour officer to the govt. The decision of the Superintending Engineer is final and binding on the contractor.
52. The contractor will have to submit the Superintending Engineer , Earth Dam Division, Chitrakonda monthly return of labourer both skilled and unskilled employed by him on the work.
53. The contractor 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.
54. No compensation will be paid by the department for any damage done by rain, flood, cyclone, tide or by any other natural calamities during the execution of the work.
55. It should be understood clearly 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.
56. The tenderers shall have to abide by the C.P.W.D. safety code rules introduced by the Govt. of India, Ministry of works Housing and supply in their standing order no.44150 dt.25.1.1957. which can be seen in the office of the Superintending Engineer, Earth Dam Division Chitrakonda undersigned on working day, during office hours.
57. The tenderers shall bear various incidentals sundries and contingencies necessitated by the work in full within the following or similar category.
58. (a) Rent, Royalties and other charges of materials, octroi duty, entry tax all other taxes including VAT, ferry tolls, conveyance charges and other cost on account of land and building & temporary electric connection to worksite as well as maintenance of coffer dam, service road, diversion road till completion of work required by the tenderer for collection of materials, storage, housing of staff or other purpose of the work. No tenderer will however be liable to pay for temporary occupation of land owned by Govt. at the site of the work.
- (b) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements there in to the satisfaction of the local health authorities.

- (c) Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
 - (d) Fees and duties levied by the canal or water supply authorities.
 - (e) Suitable equipment 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 become payable due to operation of the workmen compensation Act.
 - (h) The contractor has to arrange adequate lighting arrangement for the work wherever necessary at his own cost.
59. All preliminary works such as vats, mixing platforms etc. are to be done by the contractor at his own cost. No payment will be made for bench marks, level pillars, profiles, benching and leveling the ground where require. The rates to be quoted should before finishing items of work inclusive of carriage of all materials and incidental items of works.
 60. After the work is finished all surplus materials, & debris should be removed 100 mtrs clear away from the site of the work. Preliminary work such as vats, mixing platforms etc. should be dismantled and all materials removed from the site and premises left neat and clean and this should be inclusive of the rates.
 61. If any further necessary information is required, Superintending Engineer, Earth Dam Division, Chitrakonda will furnish such, but it must be clearly understood that the tender must be received in order and according to instruction.
 62. In case of delay in acquisition of land no compensation will be admissible but extension of time will be allowed.
 63. 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 in addition to those mentioned in clause No-54 and the contractor shall use such materials at the stock issue rate fixed by the Department or market rate whichever ever is higher.
 64. Over and above these condition including the Technical specifications the terms, conditions, rules and regulations and specification laid down in Odisha standard specification code are also binding on the part of the contractor.
 65. Submission of bids through E-Procurement portal, the bidder shall upload the scanned copy/copies of Licence, Vat clearance, Pan-card, Affidavit regarding authenticity of documents & No-relation ship certificate. The on line bidder shall have to produce the original documents in support of scanned copies & statements up-loaded in the portal to the Executive Engineer, Earth Dam Division, Chitrakonda before opening of Bid.
 66. **No Relation Certificate**
The contractor shall have to furnish certificate/statement there of in the affidavit along with the tender to the effect that he is not related to any officer in the rank to an Asst. Engineer and above in the state P. W.D., or Asst. Secy. and above in the W.R. Department. If the fact

subsequently proved to be false the contract will be rescinded. The earnest money and the total security will be forfeited and shall be liable to make good the loss of damage resulting from such cancellation. The proforma for no relation certificate is contained in a separate sheet of D.T.C.N in Annexure-'B' .

67. The contractor shall sign as a token of final acceptance of the plans, sections and agreements for the work prior, to take up the work for execution.
68. The contractor is to supply necessary labour and materials for the purpose of alignment laying whenever required at his own cost.
69. The contractor should arrange necessary tools and plants such as pumps, Road Rollers etc, required for the efficient execution work at his own cost. The running charges of such plant and cost of consumables and conveyance are to be borne by the contractor.
70. In the event of delay in supply of design reasonable extension of time will be granted on the application of the contractor. But no claim for monetary compensation will be entertained under any circumstance.
71. Under no circumstance, Interest chargeable for the dues to any additional dues, if any payable for the work.
72. Conditional tenders will not be taken into consideration.
73. The EMD will be forfeited if the tenderer backs out from offer before acceptance of tender by the competent authority as concurred in by law Deptt. & Finance Deptt. in their UOR No. 848/L 31.5.97 & UOR No.202/WFD Dt.6.3.98 respectively. (Works Deptt. Memo No. 9101/Clt.30.3.98) also the EMD will be forfeited if the tenderer failed to sign the agreement after acceptance and not willing to deposit the required ISD and additional performance security for the unbalance tender items.
74. Protection against flood: In case of 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 will be done by the contractor at his cost. Extension of time for the completion of the work may be considered by the department if the discontinuance of the work is beyond the all reasonable attempts of the contractor to such eventualities. The debris and other materials accumulated in the working area during floods or regular floods and necessary strengthening of coffer dam and dewatering will be done by the contractor at his cost. Extension of time for the completion of the work may be considered by the department if the discontinuance of the work may be considered by the department is beyond all reasonable attempts of the contractor to such eventualities. The debris, and other materials accumulated in the working area during floods or regular floods in the monsoon shall be removed by the contractor as required for continuing the work at his own cost. 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

entirely the responsibility of the contractor to make such arrangements as may be required from time to time to protect the men, machinery, materials and the work under progress and work for which the measurements were recorded and payment made against damages either during working season or during the flood season. The flood includes the 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 what -so-ever for any damage or loss of men, materials, machinery 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.

75. Dewatering from the foundation for bridges, culverts, building worksites etc and watering for consolidation in roads 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. The term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation water.
76. 1.00 % (or as applicable time to time)of the gross amount of the bill is deducted from the contractors bill towards income tax & as amended from time to time.
77. (a) The percentage rate quoted by the contractor shall be deemed to be inclusive of VAT on all the materials that he will have to purchase for performance of this contract.
(b)The percentage rate quoted by the contractor in the tender for works shall include VAT 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) VAT on works contract will be deducted @ 5% from the bill and credited to Govt. account.
78. The contractors are required to pay the Royalty as fixed by he Govt. and amended if any from time to time.

79.

Exact amount of Additional Performance Security (APS) in shape of Term Deposit Receipt pledged in favour of Superintending Engineer, Earth Dam Division, Chitrakonda/ Bank Guarantee in favour of the Superintending Engineer, Earth Dam Division, Chitrakonda from any Nationalised / 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.

80. For availing **incentive clause** in any project which is completed before the stipulated date of completion, subject to other stipulation it is mandatory on the part of the concerned Executive Engineer to report the actual date of completion of the project as soon as possible through fax or e-mail so that the report is received within 7 days of such completion by the concerned SE, CE and the administrative Department. The incentive for

timely completion should be on a graduated scale of 1% to 10 % 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 = 10 % of Contract value

Before 20 to 30 % of contract period = 7.50 % of Contract value

Before 10 to 30 % of contract period = 5 % of Contract value

Before 5 to 10 % of contract period = 2.50 % of Contract value

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

81. The quantities in respect of the items for which quoted rates are more than 25% of the estimated rates are not allowed to be varied by more than five percent. In case if it, exceeds the limit approval of the competent authority shall be obtain from the competent authority and no financial compensation shall be paid for delay in transit of sanction.
82. 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 authority inviting bid may reserve the right to accept any additional document.
83. **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 sal wood planks the 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.
84. Tenderers are also required to go through each clause of P.W.D. form F2/P1 carefully in addition to the clause mentioned herein before tendering.
85. **An affidavit** shall be furnished by the contractor at the time of submission of tender paper about the authentication of tender documents including bid security. The scanned copy of the affidavit is to be uploaded through the e-procurement portal along with the bid. The affidavit in original is to be produced before the officer inviting tender prior to opening of the bid.
86. All the forms and Annexure 'A to 'B' attached to section 2 of this DTCN needs to be filled in properly alongwith the authenticated documentary evidence as required therein by the bidder.
87. **1 % (One percent)** of the gross amount of the bill will be deducted from the contractor bill towards cess as per Odisha building and other construction workers (RE & CS) rules 2002 and Amendment during 2008 and as amended by Govt. from time to time.
88. **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 a thing 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 instruction and information for tenderers General and Special conditions of the contract, Technical Specification, drawings, tender (including the 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 Superintending Engineer, Earth Dam Division, Chitraknda 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 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 term “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.
89. The contractor will write **percentage Excess or Less** upto two decimal point only if he writes the percentage excess or less more than two decimal point, the two decimal point shall only be considered without rounding up.
90. **Engineer contractor** desirous to avail the exemption of EMD 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. The name of work for which and the authority to whom the tenders have been submitted, must be mentioned in the affidavit & he should produce his original registration certificate at the time of opening of tender failing which the tender will be rejected.
91. **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.**
92. The Schedule Caste / Schedule Tribe / Contractors desirous to avail the facility of preference as per Govt rule should enclose the copy of their registration certificate stating the fact of caste by their registration authority with the bid, failing which they will not get price preference as per above rule.

93. LABOUR LICENCE AND REGISTRATION:

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

SPECIAL CONDITIONS (PART OF THE CONTRACT)

94. The terms & conditions stipulated are comprehensive, but not exhaustive. All other terms & conditions laid down in OPWD code Vol.-I & II and Govt. circular in force shall also be applied for selecting a tenderer for award of work and the decision of the Superintending Engineer, Earth Dam Division, Chitrakonda is final & binding.

Further, where there is any ambiguity in making any interpretation of meaning of any clause, decision of Superintending Engineer, Earth Dam Division, Chitrakonda is final & binding is conclusive in this matter.

95. In case of any discrepancy in printing or omissions of statutory specifications or any other part or portion of the approved document during download of the bid document or ambiguity in delivery to the meaning of any clause, the decision of the officer inviting the bid will be binding on the bidder.

96. Even if qualified criteria are met, the bidders can be disqualified for the following reasons, if enquired by the Department

- (a) Making a false statement or declaration.
- (b) Past record of poor performance.
- (c) Past record of abandoning the work half way/ recession of contract.
- (d) Past record of in-ordinate delay in completion of the work.
- (e) Past history of litigation.

97. A Contractor may be black listed as per amendment made to Appendix XXXIV to OPWD Code Vol.-II on rules for black listing of Contractors vide Letter No. 3365, dt. 01.03.2007 of Works Department, Odisha.

As per said amendment a Contractor may be blacklisted

- a) Misbehavior/threatening of Departmental & supervisory officers during execution of work/tendering process.
- b) Involvement in any sort of tender fixing.
- c) Constant non-achievement of milestones on insufficient and imaginary grounds and 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 jeopardizes the security of the State.
- f) Submission of false/ fabricated / forged documents for consideration of a tender. .

98. Percentage rate contract (vide Works Department Letter No. 8310, dt. 17.05.2006) In case of percentage rate tender:-.

- i. The Contractor has to mention percentage excess or less over the estimated cost (In figures as well as words) in the prescribed format appended to the tender document.
- ii. Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in separate sealed envelope shall be opened, declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more works shall submit separate tender for each. Each tender shall have the Bid Identification No., Name & Sl. No. of the work (as per IFB) to which they refer, written on the envelope.

- iii. Only percentage quoted shall be considered. Percentage quoted by the Contractor should be accurately filled-in figures and words, so that there is no discrepancy.
 - a. If any discrepancy is found in the percentage quoted in words and figures, then the percentage quoted by the Contractor in words shall be taken as correct.
 - b. If any discrepancy is found in the percentage quoted in percentage excess/ less and the total amount quoted by the Contractor, then percentage will be taken as correct.
 - c. The percentage quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess.
 - d. The percentage quoted in the tender without mentioning excess / less supported with corresponding amount does not tally with either to percentage excess or less then it will be treated as percentage excess.
 - e. The percentage quoted in the tender without mentioning excess / less supported with corresponding amount if tallied with the percentage then it will be treated as to which side the amount tallies.
 - f. The Contractor will write percentage excess/ less up to two decimal points only. If he writes the percentage excess / less up to two or more decimal points, the first two decimal point shall only be considered without rounding off.
 - g. The tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections, over writings & interpolations where unavoidable should be made by making out, initialing, dating and rewriting.
- iv. In the contract P1 time is the essence. The contractor is required to maintain a certain rate of progress specify in the contract.
- v. The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
- vi. The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of next higher authority. Further, no escalation of cost beyond the agreement value will be allowed.
- vii. Bills for percentage rate tenders shall be prepared at the estimated rates for individual items only and the percentage excess or less shall be added or subtracted from the gross amount of the bill.
- viii.

94. 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.

SECTION – 2
INFORMATION AND
INSTRUCTION TO TENDERERS

SECTION-2

1. Preparation of Tender Documents

The intending tenderer shall log in to the e-procurement portal identified as <http://tendersOdisha.gov.in> and download the bid and price bid in shape of an intelligent bill of quantity in MS Excel format. As per the requirement of the bid document the bidder will fill up the required informations and fill-up the **percentage rate tender** in figures on the intelligent MS Excel sheet. The bidder is to scan his registration certificate, VAT clearance Certificate, PAN Card, Affidavit, No relation certificate and certificate issued by competent authorities required for full-filling the minimum qualification criteria specified in the bid document for the work. The bidder is also required to scan the RC books and other papers relating to the machineries and other documents as specified in the bid document.

2. Method of submission of Tender Documents

- 2.1 The tenderer shall upload the scanned copy / copies of the documents and informations as per requirement of the bid documents through the e-procurement portal. All documents and scanned copies are to be uploaded in the designated location of the bid except the filled up intelligent excel sheet. The filled up intelligent bill of quantities in Excel format will be uploaded in the designated location of price bid. The bidder is required to upload the required documents in appropriate location of Technical and Financial bid failing which the bid will be rejected. All the uploaded documents should be clear and legible. Before activating the submit button the clarity of the document may be ensured by taking out a sample copy. In the e-procurement tendering system the bidder is required only to submit the required informations as per bid document instead of submitting the entire technical bid document. The “online” bidder shall digitally sign on all statements, documents, clarifications uploaded by him owning responsibility for their corrections / authenticity. If any of the information furnished by the bidder is found to be false / fabricated / bogus, the bidder will be black listed and his EMD / Bid Security forfeited.
- 2.2 The information's required as per bid documents may be provided in the specified format annexed to the bid document.
- 2.3 Contractors are not required to write their name on the outer cover containing the bid documents. They are only required to write the name of the work and authority who had issued the tenderers. The tender shall not be taken into consideration and item of which no rate has been entered will not be paid for by the employer when executed and shall be deemed covered by the other rates and prices in the Bill Quantities.
- 2.4 If the intending tenderer is an individual, the documents shall be signed by the individual above his full type written name and current address.
- 2.5 If the intending tender is a proprietary firm it shall be signed by the proprietor above his full name and with his current address.
- 2.6 If the intending tenderer is a firm in partnership it shall be signed by a partner holding the power of attorney for the firm in partnership in which case a certified copy of power of attorney shall accompany in the pre-qualification documents.

- 2.7 If the intending tenderer is a limited company or Corporation, it shall be signed by a duly authorized person holding the power of attorney in which case certified copy of power of attorney shall accompany.
- 2.8 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.
- 2.9 As the period of execution is **Six Calendar Months** so **there is no provision of payment of escalation** as per details given in Clause-32 (a) of Condition of Contract. As such the increased cost on cement, rod & bitumen will be considered.
- 2.10 The agency will install display board mentioning information about the work at worksite after drawl of the agreement at his own cost.
- 2.11 The tender documents duly filled in and signed by the intending tenderer should be submitted in on-line through prescribed website only.

3. **Opening of Tender Documents.**

The tender documents **will be opened on dated 03.08.2026 at 10.30 A.M** in Office of the Superintending Engineer, Earth Dam Division, Chitrakonda by the Superintending Engineer, Earth Dam Division, Chitrakonda in the presence of tenderers or their authorized representative, who wish to be present.

4. Submission of bids through E-Procurement portal, the bidder shall upload the scanned copy/copies of Licence, Vat clearance, Pan card, Affidavit regarding authenticity of documents & No-relation ship certificate/Statement there of in the affidavit. The on line bidder shall have to produce the original documents in support of scanned copies & statements up-loaded in the portal to the Executive Engineer, Earth Dam Division, Chitrakonda before opening of Bid.

(b) A class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Odisha. The contractor shall pay to the Engineer personnel monthly emoluments, which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Odisha. The Engineer-in-Chief (Civil), Odisha may however assist the contractor with names of such unemployed Graduate Engineers and Diploma Holders if such help is sought for by the contractor. The names of authority along with the tender as to who would be supervising the work. Each bill of the Super class, Special Class or 'A' Class Contractor shall be accompanied by an employment Roll of the Engineering personnel together with a certificate of the Graduate Engineer or Diploma Holder so employed by the contractor to the effect that the work executed as per the bill has been supervised by him. (Vide Works Department No. Codes M-22/91-15384 dated 9.7.1991). The required certificate is to be furnished in the proforma contained in a separate sheet vide Schedule-B

(c.) Sub-contractors experience and resources shall not be taken in to account in determining the bidder's compliance with the qualifying criteria.

5. **Final Decision making authority**

The competent authority reserves the right to accept or reject or disqualify any of the tender of pre qualification without assigning any reasons and its decision shall be final.

6. **Further Clarification**

The **Superintending Engineer, Earth Dam Division, Chitrakonda & Concerned Assistant Executive Engineer of above mentioned work** and may be contacted during office hours on any working days for any further clarification.

7. Odisha Bridge & Construction Corporation Ltd. will be allowed price preference upto 3% over the lowest quotation or tender laid down in Works & Transport Department Resolution No.- 285, dtd. 17.04.1974. The Odisha Construction Corporation will be allowed a price preference to the extent up to 3% over the lowest tender amount (where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.
8. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the Govt. of Odisha harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the work. Also no claim shall be entertained for loss due to 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 site order book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in this book by the PWD Officer-in-Charge with their dated signatures and duly noted by the contractor or his authorized agents with their dated signature. Orders entered in this book and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the Department. The site order book shall be the property of the PWD and shall not be removed from the site of work without written permission of the Engineer (Executive Engineer) and to be submitted to the Engineer-in-Charge every month.

FORM – A

STRUCTURE AND ORGANISATION

Name of Tenderer.

Nationality of Tenderer.

Office Address.

Telegraphic Address

Telephone No :

Mobile No :

Telex Number

Location of establishment

The tenderer is

1. An individual
2. A proprietary firm.
3. A limited company or limited corporation
4. A member of a group of companies (If yes, give names, address and present description of other companies.)
5. A subsidiary of large organization
(If yes, give names, address of the present organization)
6. if the company is subsidiary, state what involvement if any, will the parent company have in the project.

Attach the organization chart showing the structure of the organization including the names of the Directors position of officer.

7. Number of year of experience
 - a. As a prime contractor
 - I. In own country
 - II. Other country (specify country)
 - b. In a Joint venture
 - I In own country
 - II Other country (specify country)
8. Name of the address of any associates the tenderer has in India who are knowledgeable in the procedure of customs, immigration takes and other information necessary to do work.
9. How many years has your organization been in business under your present name?
Add what were your fields were and when you established your organization. When did you add new field (if any)?

10. Were you ever required for suspending construction for a period of more than six months continuously after you started? If so, give the names of project and reason of failure.
11. Have you ever not completed any work awarded to you? If so give name of project and reasons for not completing the work .
12. In how many projects were imposed penalties for delay? Please give details.
13. In which fields of Civil Engineering construction do you claim specialization and Interest.
14. Give details of your experience in modern concreting / Earth work and quality control.
15. Give details of your material testing laboratory.

Signature of tenderer

ANNEXURE –A

(AFFIDAVIT)

(To be submitted in original in legal stamp paper)

1. The undersigned hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certificates that neither our firm M/s_____ nor any of its constituent partners have abandoned any road/bridge/irrigation/Buildings or other project work in India nor any contract awarded to us for such works have been rescinded during the last five years prior to the date of this bid.
2. The undersigned hereby authorised and request (s) any bank, firm or Corporation to furnish pertinent information as deemed necessary and as requested by the Department to verify this statement or regarding my (our) competency and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the Department.

(Signed by an Authorised Officer of the firm)

Title of Officer
Name of Firm
Date:

CERTIFICATE OF NO-RELATIONSHIP

I/We hereby certify that I/We am / are not related to any officer of P.W.D. of the rank of Asst. Engineer and above and any officer of the rank of Asst. Secretary and above in the W/R Deptt. I/ We am/are aware that if the facts subsequently proved to be false my/our contract will be rescinded with for feature of EMD & security deposit and I/We shall be liable to make good the loss or damage resulting from such cancellation.

Signature of Contractor

Address _____

Date: _____

SECTION – 3
GENERAL RULES & DIRECTIONS

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 by contract will be notified in a form of invitation to tender pasted through Govt. web site www.tendersOdisha.gov.in

This notice will state the work to be carried out, the items and approximate quantities thereof as well as the date for submitting and opening tenders also the amount of earnest money to be deposited and the amount of the security deposit by the successful tenderer and the percentage if any to be deducted from bills. Copies of the specifications, designs and 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 open for inspection by the contractor at the office of the Sub-Divisional Officer/Superintending 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 Departments and their issue rates shall be filled in and completed in the office of the Sub-Divisional Officer/Executive Engineer before the tender form is issued if a form is issued to an intending tender 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%.
6. Any person who submits a tender shall fill up the usual printed form stating at what rate he 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 contain any other conditions of any sort, or omit to note the time within which the work can be finished or which are not accompanied by a treasury Challan for the required earnest money will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more work shall submit a separate tender for each tender. Tender shall bear the name of the work to which they refer written outside the

envelope, cash deposited for earnest money therein before mentioned shall be made in Government treasuries and the Challan thereof should be enclosed with the tender.

7. The Engineer-in-charge 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. In the event of tender being rejected the Challan for the earnest money forwarded therewith shall thereupon be returned to the tenderer with pay order for the amount of the earnest money.
8. The Engineer-in-charge 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 there upon sign copies of the specification and other documents with the tender. The tenders to the selected tenderer 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-in-charge may reject the tender.

If the Engineer-in-charge 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-in-charge who is competent to accept the same. If the said Engineer-in-charge 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 in cash in any treasury and shall forward the Challan to the Superintending Engineer. Government securities may be endorsed to the Superintending Engineer in lieu of cash deposit of the required amount of the security money. No tender shall be finally accepted until the required amount of the security money has been deposited.
11. The amount of security money to be deposited by the tenderer whose tender is selected for acceptance shall be 2% of the estimated value of the work and towards this amount the earnest money already deposited by him shall be credited. At least half of this security inclusive of the earnest money shall be deposited the tenderer within such time as may be notified to him in writing by the officer opening the tender, failing which tender shall be liable to rejection.

Any balance of the security money outstanding after completion of the contract with the tenderer may be made up by deduction of 5% of the amount of each payment to be made to him under clause 7 of the condition of contract for work done 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-in-charge shall scrutinize a pages of the form of item, Rate Tendered 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 to 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 Executive Engineer under whom he has executed the work in order to judge their past performance (vide Works Department Circular No. 15443 dt. 01.08.2005.)
14. The earnest money deposited is liable to be forfeited to Govt. if the tenderer backs out from the offer before acceptance of the tender by the competent authority.
15. T.D.S (Tax Deducted at Source) towards VAT will be deducted at the rate prescribed in the Odisha Value Added Tax (Amendment) ordinance 2005 & as amended from time to time.

TENDER FOR WORKS

I / We hereby tender for the execution for the Government of Odisha for the work specified in the under written memorandum at the rates specified therein a period of **Six Calendar Months** from the date of written order to commence and in accordance in all respects with the specifications designs and other documents referred to in rule. I 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 condition so far as applicable.

MEMORANDUM

- | | | |
|---|--|--|
| a) If several sub-works are included they should be detailed in a separate sheet. | (a) Name of Work : | Repair and Renovation of office building of Earth Dam Division, Chitrakonda for the year 2026-27 (Roof sheeting) |
| | (b) Amount put to tender : | Rs. 1381107/- |
| | (c) Agreement Amount : | |
| | (d) Name of the Agency : | |
| | (e) E.M.D : | |
| d) This deposited will be 2 percent of the estimated cost of the work. | (d) i) Initial security deposited (including earnest money) to be deposited before the commencement of the work. | : 2% (Two percent) of the Agreement Value) |
| | ii) Additional performance security deposit : | To be furnished as per actual requirement after evaluation of tender. |
| e) This percentage from bills will be credited to the contractor's security | (e) Security deposit to be deposited from the work bill of contractor. | : 3% (Five percent) of the gross amount of bill. |
| | (f) Time required for the work from date of written order : | Six Calendar Months only |
| | (g) Date of written order to commence : | |
| | (h) Total item of work tendered for : | 05 (Five) Items only |

Nature of
contractor
before
submission of
tender

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

Dated theDay of2021

Signature of
witness to one
tender's
signature

Witness :

Address:

CONTRACTOR

Signature of
Officer by
whom
accepted

The above tender is hereby accepted by me on behalf of the Government of Odisha.

Dated theDay of2021

**Superintending Engineer,
Earth Dam Division,Chitrakonda.**

Agreement No.....P1 Certified that this agreement containsPages only
(Schedule XLV-Form No.-61)

**Superintending Engineer,
Earth Dam Division,Chitrakonda.**

SECTION – 4
CONDITION OF CONTRACT

CONDITIONS OF CONTRACT

Clause-1: All compensation or other sums of money payable by the contractor of Government under the terms of his contract may be deducted from or paid by, the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due or may become due to the contractor by Government on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by, sale 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 $\frac{1}{2}$ 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 Executive 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 as 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 on the estimated cost of the work as shown in the tender.

The work should not be considered finished until such date as the E.E. shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by E.E. or his authorized agents are fully complied with by the contractor to the E.Es satisfaction.

(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 once on or deducted by installments) the Superintending 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.

Action when whole security
deposit is forfeited

- i) To rescind the contract (of which rescission notice in the 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) To employ labour paid by the Public Works Department and to supply materials to carry out the work or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which the cost and price certificate of the Superintending Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done. In all respects in the same manner and at the same rate as if it had been carried out by the contractor under the terms of his contract, the certificate of the Executive Engineer as to the value of work done shall be final and conclusive against the contractor.
- iii) To measure of the work of the contractor and to take such part of the work of the contract as shall be in executed out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the some which would have been paid to original contractor. If the whole work had been executed by him (of the amount of which expect the certificate in writing of the Superintending Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Government under the contract or otherwise or from his security deposit or the proceeds of sale thereof or a sufficient part thereof.

In event of any of the above courses being adopted by the Superintending Engineer the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work there of for actually performed under this contract. Unless and until the Superintending Engineer shall have certified in writing the performance of such work and the value table in respect thereof and he shall only be entitled to be paid the value of so certified.

- iv) Security deposit of the contractor shall be refunded only twelve months 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 3 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 in the event any further here of and such powers shall not with standing be exercisable in the event of any future case 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 Executive Superintending Engineer putting in force the powers vested in 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

Contractor remains liable to repay compensation if action not taken under clause –6
Power to take possession of or require removal of or sell contractors plants

applicable, at current market rates to be certified by the Superintending Engineer whose certificate thereof shall be final, otherwise the Executive Engineer may be noticed in writing to the contractor or his clerk of the works, foreman or other authorised agent require him to remove such tools, plants, materials, or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the 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.

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

Extension time

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 Executive 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 Public Works Department in accordance with the rules of the department whose measurements shall be binding and conclusive against the contractor, if the contractors shall fail to comply with the requirements of this clause as to removal of scaffolding surplus materials and rubbish and cleaning off dirt on or before the date fixed for work, the Engineer-in-charge may at the expense of the contractor remove such scaffoldings 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 cum actually realised 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 utilisation of a portion of the, completed in no way interferes with the progress of a rest of the work the same may be occupied or utilised by or 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 6 months from the date of completion of the whole work provided that the contractor will not be allowed any connection 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 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.

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

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 erected, 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 affect the contract.

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

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 price 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 or 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 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 - 9(a): "If a contractor removes any material 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 - 9(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 thereof, 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-5.

Clause - 10: 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, full and faithfully to the designs, and 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 expense to make or cause to be made copies of the specification, and of all such designs, drawings and instructions as aforesaid.

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

Clause-11: The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings, designs and instructions that may appear to him necessary and advisable during the progress of work, and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not invalidate the contract, and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which 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 on the schedule of rates of the district then the contractor shall within seven days of the date of his receipt of the order to carry out the work inform the

Extension of time in consequence of alterations.

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.

No deviations from the specification stipulated in the contract or 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 the aforesaid period.

Provided always that if the contractor shall commence work or incur any expenditure in regard thereof before the rates shall have been determined as lastly herein before mentioned, in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the 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 Superintending Engineer, Earth Dam Division, Chitrakonda will be final.

Clause-12: If at any time after the commencement of the work the Government of Odisha shall for any reason whatsoever not required the whole thereof as specified in the tender to be carried out the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alterations having been made in the original specification drawings, designs and instruction which shall involve any curtailment of work as originally contemplated.

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

Clause-13: If it shall appear to the Engineer-in-charge or his sub-ordinate-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

Action and compensation payable in case of the work.

others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

Clause-14: All work 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 subordinate to visit the works shall have been given to the contractor either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for the 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-15: 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 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 of the materials with which same was executed.

Notice to be given before
work is covered up.

Clause -16: If the contractor or his work people, or servants shall break, deface injure or destroy any part of a building in which they may be working or any building, road, fence, enclosure, or grass land or cultivated ground continuous to the premises on which the work of any part of it is being executed or if any damages shall happen to the work while in progress, from any cause whatever or any imperfection became apparent in it within six months from the date of final certificate of its completion shall have been given by the Engineer-in-Charge, as aforesaid the contractor shall make the same 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 liable for damage
done and for imperfection for
3 months after certificate

Clause -17 : 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 -charges stores), Plant, tools, appliances, Implements, ladders, cordage, tackle scaffolding and temporary works requisite or proper for the proper execution of the work whether original, altered or substituted, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not 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 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

Contractor to supply plant,
Ladders, Scaffolding etc.

And is liable for damages
arising from non provisions of
lights fencing etc.

protect the public from accident, and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law 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 -18 : No female labour shall be employed within the limits of a cantonment.

The contractor shall not employ for the purpose of this contract any person who is below the age of fourteen 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.

Explanation - Fair wages means wages whether for time of piece work prescribed by the State P.W.D. provided that where higher rates have been prescribed under the minimum wages Act. 19-18 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 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 fourteen years and to refuse to allow any labourer whom he decides to be below the age of fourteen years to be employed by the contractor.

Clause-19: The contractor 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 so to do or become insolvent or commence any insolvency, proceedings or make any composition with his creditor or attempt so to do or if any bribe, gratuity, gift, loan, perquisite reward, or advance, 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 employ of Government in any way relating to his office employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the 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 3 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-20: All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

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

Clause-21: 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 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 3 hereof, and in addition the contractor shall not be entitled to recover or be paid for any works therefore actually performed under the contract.

Clause-22: All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintending Engineer, Earth Dam Division, Chitrakonda for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Clause-23: DELETED.

Clause-24: When the estimate on which a tender is made includes lump sums in respect of parts of the work the contractor shall be entitled to payment in respect of the Items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may by 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 estimates

Clause-25: 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.

Clause -26 : The expression "work" or "work" where used in these conditions shall, unless there be something either in the subject or context repugnant to such construction, be construed, and taken to mean the works by or by virtue of the contract contracted to be executed, whether temporary or permanent, and whether original, altered, substituted or additional.

Clause - 27: 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 VII of 1923 to any workman employed in course of execution of any part of the work covered by these contract.

Clause -28: That the purpose of jurisdiction in the event 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 -29: The department will have the right to inspect the scaffolding and centering made for the work and can reject partly or fully such structure if found defective in their opinion.

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

Clause -30(a): The contractor shall bear all taxes including sales tax, Income tax, royalty, fair-weather charges and tollage, where necessary.

Clause -31(a)(i) REIMBURSEMENT/ RECOVERY DUE TO VARIATION IN PRICES OF MATERIALS OTHER THAN (STEEL, CEMENT, BITUMEN, PIPES & P.O.L)

If during the progress of the work the price of any materials (Excluding the cost of steel, cement, bitumen & P.O.L) incorporated in the work (not being materials supplied from the Engineer-in-charge's store) in accordance with clause there of increases or decreases a result of increase or decrease in the Average wholesale price index (all commodities), and the contractor there upon necessarily and properly pays in respect of that materials incorporated in the work such increased or decreased price, then he shall be entitled to reimbursement or liable to refund, quarterly as the case may be, such an amount, as shall be equivalent to the plus or minus difference of 85% in between the average wholesale price Index (all commodities) which is operating for the quarter under consideration and that operated for the quarter in which the bid was received (last date of receipt) as per the formula indicated below provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to him. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get price escalation on the above materials on the value of works executed during the extended period.

This clause will be applicable to the contracts where original stipulated period of completion is more than 18 months.

In the situation where the period of completion is initially stipulated in the agreement as less than 18(eighteen) months but subsequently the completion period has been validly extended on the ground that the delay in completion is not attributable to the contractor and in the result the total period including the extended period stands more than 18(eighteen) months or more, price escalation for other materials is admissible only for the remaining period excluding 18(eighteen) month there from.

Formula to calculate the increase or decrease in the price of materials:

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

$$V_m = 0.85 \times P_m / 100 \times R \times (M_i - M_o) / M_o$$

V_m = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates of materials other than cement, steel, bitumen, pipes and POL.

R = Value of work done during the quarter under consideration excluding the work executed under extra items if any at prevailing schedule of rate / derived rates.

M_o = The all India wholesale price index (all commodities) prevailed during the quarter of last date of receipt of bids (as published by the Economic Adviser to govt. of India, Ministry of Industry and commerce, New Delhi).

M_i = The all India wholesale price index (all commodities) for the quarter under consideration as published by Economic Adviser, Govt. of India, Ministry of Industry and commerce, New Delhi. In respect of the justified period extended for completion of the work, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered.

P_m = Percentage of material component (other than cement, steel, bitumen, pipes and POL) of the work, as indicated in clause-31(d) below.

Clause –31(a)(ii) REIMBURSEMENT /RECOVERY OF DIFFERENTIAL COST DUE TO VARIATION IN PRICES OF PRINCIPAL MATERIALS (STEEL, CEMENT,BITUMEN AND PIPES NOT ISSUED BY DEPARTMENT) AFTER SUBMISSION OF TENDER:

If after submission of the tender, the prices of steel, Cement, Bitumen and pipes (not being supplied by the Department) increases / decreases beyond the price(s) prevailing at the time of the last date for submission of tenders including extension for the work, the contractor shall be eligible to get differential cost due to such hike on the value of works executed during the stipulated period and during the extended period when the reason of delay in completion of the work is not attributable to the contractor. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get price variation on the above materials on the value of works executed during the extended period.

Reimbursement in case of differential cost due to increase in price of cement, steel, bitumen and pipes are to be made by the Superintending Engineer with prior approval tender accepting authority subject to following conditions:

- 1) Contractors have to submit the vouchers showing procurement of different materials from authorized dealers for the said work.
- 2) Differential cost will be allowed only for the works which are progressed as per the approved work programme/ revised work programme duly approved by the Engineer in charge.

Recovery incase of decrease in prices of cement, steel, Bitumen and Pipes shall be made by concerned Executive Engineer from the contractor immediately.

The increase / decrease in prices of cement, steel, Bitumen and Pipes for reimbursement / recovery shall be determined as follow.

a) Adjustment towards differential cost of cement

$V_c = (C_i - C_o) / C_o \times \text{Actual quantity of cement utilized in the work during the quarter under consideration} \times \text{base price of cement as prevailing on the last stipulated date of receipt of tender including extension, if any.}$

V_c = Differential cost of cement i.e amount of increase or decrease in rupees to be paid or recovered.

C_i = All India Wholesale price index for cement for the quarter under consideration published by Economic Adviser, Govt. of India, Ministry of Industry and Commerce , New Delhi.

C_o = All India Wholesale price index (as published by Economic Adviser, Govt. of India, Ministry of Industry and Commerce, New Delhi) for cement as prevailing on the last stipulated date of receipt of tender.

b) Adjustment towards differential cost of steel

$V_s = (S_i - S_o) \times \text{Actual quantity of steel utilized in the work during the quarter under consideration}$

V_s = Differential cost of steel i.e amount of increase or decrease in rupees to be paid or recovered.

S_i = Cost of the steel as prevailed during the period under consideration as fixed by Steel Authority of India.

S_o = Base price of steel prevailing as on the last date of submission of tender including extension, if any.

c) Adjustment towards differential cost of Bitumen.

$V_b = (B_i - B_o) \times \text{Actual quantity of Bitumen utilized in the work during the quarter under consideration.}$

V_b = Different cost of Bitumen i.e amount of increase or decrease in rupees to be paid or recovered.

B_i = Average cost of Bitumen prevailed during the period under consideration as fixed by IOCL / BPCL / HPCL.

B_o = Base price of bitumen as prevailing on the last date of receipt of tender including extension, if any.

d) Adjustment towards differential cost of pipes.

$$V = 0.85 \times P_p / 100 \times R (P_i - P_o) / P_o$$

V_p = Differential cost of pipe i.e amount of increase or decrease in rupees to be paid or recovered during the quarter under consideration.

P_p = Percentage of pipe component of the work as indicated in the clause 31(d)

R = Value of work done during the quarter under consideration excluding the value of work executed under extra items, if any, at prevailing schedule of rates or derived rate.

P_i = All India Whole sale price index for the period under consideration as published by Economic Adviser, Govt. of India, Ministry of Industry and Commerce, New Delhi, for the type of pipe under consideration.

P_o = All India Wholesale price index (as published by Economic Advisor, Govt. of India, Ministry of Industry and commerce , New Delhi) as on the last stipulated date of receipt of tender including extension, if any, for the type of pipe under consideration.

Clause –31(b) REIMBURSEMENT / REFUND DUE TO STATUTORY RISE IN COST OF MINIMUM WAGES BY GOVERNMENT:

If after submission of the tender, the wages of labour increases or decreases as a direct result of the coming into force of any fresh law, or statutory rule or order beyond the wages prevailing at the time of the last date of submission of tenders including extensions, the contractor shall be eligible to get escalation due to such hike on the value of works executed during the stipulated period and during the validly extended period when the delay in completion is not attributable to the contractor. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get escalation on labour on the value of works executed during extended period.

The contractor shall, within a reasonable time of his becoming aware of any alternation in the price of any such wages of labour, give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in a position to supply. Engineer-in-charge may call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of wages and actual payment thereof. For this purpose, the labour component of the work executed during period under consideration shall be the percentage (as specified in table below) of the value of work done during that period and the increase / decrease in labour shall be considered on the cost of minimum daily wages of any unskilled labourers, fixed by the Government of Odisha under Minimum wages act.

The Compensation or escalation for labour shall be worked out as per the formula given below:

$$V_i = 0.85 \times P_i / 100 \times R \times (L_i - L_o) / L_o$$

V_i = increase or decrease in the cost of work during the quarter under consideration due to changes in rates of minimum wages.

R = Value of work done during the quarter under consideration excluding the work executed under extra items if any at prevailing schedule of rate / derived rates.

L_o = The minimum wages for labour as notified by State Government, as prevailing on the last stipulated date of receipt of tender including extension, if any.

L_i = The minimum wages for labour as notified by State Government & as prevailed on the last date of the quarter previous to the one under consideration. In respect of the justified period extended, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to stipulated date of completion of the minimum wage prevailing on the last date of the quarter previous to the one under consideration, whichever is less, shall be considered.

P_i = Percentage of labour component of the work, as indicated in clause 31(d)

Clause –31(c) REIMBURSEMENT / REFUND DUE TO VARIATION IN PRICES OF P.O.L

Similarly, if during the progress of work the prices of Diesel, Petrol, Oil and Lubricants increases or decreases as a result of the price fixed there of by the Government of India and the contractor thereupon necessarily and properly pays such increased or decreased price towards Diesel, Petrol, Oil and Lubricants used in the execution of the work, then he shall be entitled to reimbursement or liable to refund, quarterly, as the case may be such an amount as shall be equivalent to the plus or minus difference of 85% in between the price of P.O.L, which is operating for the quarter under consideration and that operated for the quarter of last date of receipt of bids as per the formula indicated below provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to him. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get price escalation on POL on the value of works executed during the extended period.

Formula to calculate the increase or decrease in the price of P.O.L

$$V_f = 0.85 \times P_f / 100 \times R \times (F_i - F_o) / F_o$$

V_f = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for P.O.L.

P_f = Percentage of P.O.L component of the worm, as indicated in clause-31 (d) below

R = Value of work done during the quarter under consideration excluding the work executed under extra items if any at prevailing schedule of rate / derived rates.

F_i = All India Wholesale price index for Fuel, Oil & Lubricant (High Speed Diesel) for the quarter under consideration as published by Economic Adviser, Govt. of India, Ministry of Industry and Commerce, New Delhi. In respect of the justified period extended, the rates prevailing at the time of stipulated date of completion or the prevailing rates of the period under consideration, whichever is less, shall be considered.

F_o = All India Wholesale price index for Fuel, oil & lubricant (High Speed Diesel) as prevailing on the last stipulated date of receipt of tender including extension, if any.

Clause –31(d) The following percentage will govern the price adjustment for the entire contract for different types of works as applicable given in the following table:

Percentage Table

SL. No	Category of works		% component (cost wise)		
			Labour (P _i)	POL (P _f)	STEEL + CEMENT + BITUMEN + OTHER MATERIALS*
1	R & B works (% of component)	Road works	5	5	90
		Bridge works	25	5	70
		Building works	25	-	75
2	Irrigation works (% of component)	Structural work	20	5	75
		Earth, Canal & Embankment work	25	10	65
3	P.H. WORK	Structural work	25	5	70
		Pipeline Work	5	-	Pipe 70% * Other material -25%
		Sewer Line	10	-	Pipe -70% * Other material -20%

* Note:- Further break up may be worked out considering the consumption of cement, Steel, Bitumen and pipe in the concerned works for the period under consideration.

Clause –31(e): APPLICATION OF ESCALATION CLAUSE:

- (i) The contractor shall for the purpose of availing reimbursement / refund of differential cost of steel, bitumen, cement, pipe, POL and wages, keep such books of account and other documents as are necessary to show that the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of Government and further, shall at the request of the Engineer-in-charge, furnish documents to be verified in such a manner as the Engineer-in-charge may require any document and information kept. The contractor shall within a reasonable time of 15days of his becoming aware of any alternation in the price of such material, wages of labour and / or price of P.O.L give notice thereof to the Engineer-in-charge stating that the same is given pursuant to this condition alongwith information relating there to which he may be in a position to supply.
- (ii) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The first such payment shall be made at the end of three months after the month (excluding the month in which tender was accepted) and there after at three months interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.

Clause -32: After the work is finished all surplus materials and debris are to be removed by the contractor and preliminary works such as vats, mixing platforms, etc. are to be dismantled and all materials removed from the site.

FAIR WAGE CLAUSE

Clause -33 (a) The Contractor shall not employ for the purpose of this Contract any person who is below the age of fourteen years and shall pay to each labourer for work done by such labourer's fair wages.

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

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 regulations made by Government in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage register, wage cards publications of scale of wages and other terms of employment, inspection and submission of periodical returns an all other matters of a like nature.

d) The Executive 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 to the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers non-payment of wages or of deductions made from his or their wages, which are not justified by their terms of the contract or non observance of the regulations. Money so deducted should be transferred to the workers concerned.

e) Vis-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 branch thereof shall branch of this contract.

Clause -34 : The royalty of materials will be recovered from the work bill as detailed below. Royalty charges of materials will be recovered as per prevailing rate and amendments received from time to time.

Clause -35: Amount. Specified may vary and the work will be taken up as per availability of funds No claim what-so-ever in this regard will be entertained.

Clause-36: (a) The earth work quantity will be assessed from cross section taken at suitable intervals as decided by the Superintending Engineer, Earth Dam Division, Chittrakonda initial levels will be taken with reference to bench marks, which should be kept at site till finalization of their contract. The initial cross section papers should be signed by both the parties before starting earth work. The final cross section of the embankment in filling reaches when finished to designed section will be taken for each portion of embankments and plotted over the initial level section to ascertain the final quantity to be arrived by deducting necessary settlement allowance. The measurement for earth work should be at 30 M or at closer grid.

(b) Stone to be excavated shall be measured in solid normally, but if the site condition do not permit solid measurement as assessed by the Engineer-in-Charge due to a mixture of various rock 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 % minimum 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 tender.

(c) Rubble stones, boulders, rough stones, soling stones are measured by volume of closely packed stacks $\frac{1}{6}^{\text{th}}$ volume for voids shall normally be deducted from closely packed sacks percentage of void shall be determined an actual observation and deducted.

(d) 12 $\frac{1}{2}$ voids shall be deducted from metal and moorum stacks. The box of size 1.5m X 1.5m X 0.5 m to 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.

Clause-37: Curing of all cement works will be done by the contractor as per instruction of the Engineer-in-charge at his own cost.

Clause-38: 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.

Clause-39: (a) The contractor should keep himself in constant touch with the Engineer-in-charge for smooth execution of work and arrange for adequate labourer depending on the work load and working place available. No claim for idle labour on any account will be entertained.

(b) The contractor is fully responsible for safe guard of the Govt. property entrusted to him.

Clause-40: No extension of time shall be allowed to the contractor, however it may be considered in case of exigencies like natural calamities only. The extension of time may be allowed if authority feels necessary. But no claim for monetary compensation will be entertained under any circumstances.

Clause-41: After completion of the work the contractor shall arrange at his own cost all requisite equipments and labour for testing the work and bear the entire cost of such test.

Clause-42: All correspondence with the tenderer will be made through post in the address given in the tender. The tenderer must mention in the tender, his correct postal address where letters can be delivered to him. The department will not held responsible for non-receipt of any letter by the tenderer either for wrong address given by him or for his absence from the given address.

Clause-43: Any jungle clearance needed for borrowing earth beyond the toe of the embankment beyond the excavation limits is the responsibility of the contractor and no extra payment will be made.

Clause-44: Earth work beyond the theoretical designed will not be paid for.

Clause-45: Construction of coffer dams or islands or the works of open excavation or dressing required for construction of structure and approach drain should be included in the rates.

Clause-46: The contractor should take all precautions to protect the structures from flood damages at his own cost during the period of execution. Damages if any caused by the probable flood during monsoon till completion and handing over of entire work will be made by the contractor at his won cost.

Clause-47: By submitting a tender for the tenderer 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 his 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, octorai 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 rates Govt. 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 understood clearly 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.

Clause-48: It shall be distinctly understood that it is entirely the responsibility of the contractor to make such arrangement as may be required from time to time to protect the men, machinery, materials and the work under progress and work for which the measurements were recorded and a payment made.

Clause-49: The embankment slopes and banks will be maintained by the contractor till the final payment is made and any rain cuts, sides settlements that would occur should be made good by him at his own cost without any claim.

Clause-50: (a) There will not be any compensation or extension of time granted for 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 sanctions of extra time.

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

Clause-51: The contractor shall be responsible for compensation of any at his workman under workman's compensation Act.

Clause-52: In case of down loaded tenders received with any addition, alternation & deletion, the approved tender document available with the Executive Engineer is binding.

Clause-53 : The terms and condition of the agreement have been read-explained to me and certify that clearly understand them.

Clause-54 : The terms and conditions of the agreements have been read / explained to me and Certify clearly understand them.

Odisha P.W.D. Electricity Department Contractor's Labour Regulations.

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

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 Works 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.

- (a) Before he commence 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, notice in English and in the local Indian language spoken by the majority of the workers, giving the rate of wage prescribed by the State Public Works Department/Electricity Department for the district in which the work is done.
- (b) Send a copy of such notice 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 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 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 wage period.
 - (d) Total amount payable for the work during each wage period.
 - (e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
 - (f) Wage actually paid for each wage period.
- (2) The contractor shall also maintain a wage card for each worker employed on the work.
- (3) The Executive 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 wages 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) Deductions 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 of showing cause against such fines or deduction.
- (3) The total amount of fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to five paise in 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 made.
- (2) The contractor shall maintain a list in English and in the local Indian language clearly defining acts omissions for which penalty or fine can be imposed. It shall display such list and maintain it in clean and eligible condition in conspicuous places of the work.

9. Preservation of register:-

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

10. Power of Labour Welfare Officers to make investigation or 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 these regulations. He shall investigate into any complaint regarding default made by the 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. It may be to which the default has been committed with a note that necessary deduction from the contractors bill be made and the wages and the other dues be paid to the labour concerned.

12. Appeal against the decision of Labour Welfare Officers:-

Any person aggrieved by the decision and recommendation of the Labour Welfare Officer or their 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 or effect of these regulations, the decision of the Labour Commissioner or any other person authorised by the Government of Odisha in that behalf shall be final.

SECTION – 5
TECHNICAL SPECIFICATION

TECHNICAL SPECIFICATION

1. EARTH WORK

The contractors shall execute the work to the lines, grade and section as per drawing and in accordance with the specification and relevant clause / clauses of relevant Indian Standard Codes unless otherwise specified. Construction of all approaches and haul roads and their maintenance shall be the responsibility of the contractor. The contractor shall ensure good workmanship and quality and shall ensure besides other aspects fulfillment of the following specified requirements to the satisfaction of the Engineer.

FLOOD EMBANKMENT

BORROW AREA

- i) Earth shall be used from borrow areas located at a distance of not less than 10h or 30m, whichever is greater from the toe of the embankment where 'h' is the height of embankment.
- ii) Borrow areas shall be stripped of top soil and cleared of stumps, roots, bushes, rubbish and other objectionable materials.
- iii) Soils of approved quality, to the satisfaction of the Engineer-in-charge shall be used which shall be free from muck, rubbish, silt and cobbles of size larger than 75mm.
- iv) Watering of borrow area shall be done wherever necessary after taking moisture content test.
- v) Borrowing of earth is responsibility of the contractor at his own cost and risk.

1.2. METHOD OF EXECUTION

- i) Contactor shall reconstruct / rehabilitate the embankment to the section and grade level as per drawing supplied to him to full satisfaction of the Engineer-in-charge.
- ii) All trees, bushes, roots and other vegetation from the base of the embankment shall be removed.
- iii) The base of the portion of the embankment to be rehabilitated shall be stripped to a depth of 20cm and roots and other vegetation shall be removed. All holes/ hollows produced by digging shall be carefully up with earth and well rammed.
- iv) The longitudinal slopes of the existing damaged embankment shall be cut to the slope not steeper than 1:4 and the surface so prepared shall be scarified and made loose for a depth of 15cm before laying of soil. Watering of scarified surface shall be done. The damaged side slopes of the bank shall be benched in convenient steps of depth not more than 30cm for proper bonding of the freshly laid soil with the old embankment.
- v) The earth fill shall be laid in layers of 15cm (canals) to 25cm (other embankments) in depth in such a way that cobbles, gravels not exceeding 7.5cm are well distributed through out the materials and not nested in any position within or under the embankment. Clods shall be broken to 7.5 cm.
- vi) Under the circumstances the embankment shall be widened by materials dumped from the top of the existing embankment.
- vii) Adequate quantity of watering is to be done at the junction of the freshly laid soil with old embankment for proper bonding.
- viii) If initial moisture content in the soil is less than the optimum moisture content, then water shall be sprinkled over the freshly laid layer before compaction.
- ix) Extra earth used for compacting of slopes should be used in the upper layer of embankment.

1.3 METHOD OF COMPACTION BY MECHANICAL MEANS

Where the earthwork is stipulated to be compacted as per drawing and specification, compaction will be done as follows.

1.3.1 Compaction shall be done with appropriate equipment like :

- Fuel operated bed compactors
- Mechanical tampers
- Track chain of tractors
- Playing of dozers / hauling equipments (viz earth moving) equipments over the layers)
- Power rollers.

Choice of equipment shall be governed by the site conditions, nature of job/space etc. and it shall be got approved from the Engineer. Manual compaction by hand held tampers / rammers shall not be allowed except for the earth work in minors or very small sectioned channels.

1.3.2. Embankments

The thickness of compacted layers shall be restricted to 15cm and shall be compacted so as to achieve dry density of at least 95% under optimum moisture content.

Where road is proposed to be constructed over the embankment the top 0.5m of the embankment shall be considered as the sub-grade for the road and shall be compacted to 97% of proctor density.

Soil samples shall be taken from each compacted layer to ascertain the degree of compaction. Also moisture content is to be measured from each layer by taking samples. A tolerance of moisture of moisture content to the extent of +1% of O.M.C. shall be permitted.

1.3.3. Earth work for widening existing road embankment

When an existing embankment and/or sub-grade is to be widened and its slopes are steeper than 1 vertical to 4 horizontal, continuous horizontal benches, each at least 300 mm wide, shall be cut into the old slope for ensuring adequate bond with the fresh embankment/ sub-grade material to be added. The material obtained from cutting of benches could be utilized in the widening of the embankment/sub-grade. However, when the existing slope against which the fresh material is to be placed is flatter than 1 vertical on 4 horizontal, the slope surface may only be ploughed or scarified instead of resorting of benching.

Where the width of the widened portions is insufficient to permit the use of conventional rollers, compaction shall be carried out with the help of small vibratory rollers/plate compactors/power rammers or any other appropriate equipment approved by the Engineer. End dumping of materials from trucks for widening operations shall be avoided except in difficult circumstances when the extra width is too narrow to permit the movement of any other types of hauling equipment.

1.4 EARTH WORK WITHOUT COMPACTION BY MECHANICAL MEANS.

In case of small sections, when the extra width is too narrow to permit the movement of any type of mechanical equipment the earth work shall be compacted by hand held tampers / rammers. Such earth work shall be treated as earth work without compaction. Measurement and payment shall be done accordingly.

1.5 EARTH WORK FOR EMBANKMENT AND SUBGRADE TO BE PLACED AGAINST SLOPPING GROUND

Where an embankment / sub-grade is to be placed against slopping ground, the latter shall be appropriately benched or ploughed / scarified as required in previous clause before placing the embankment / sub-grade material. Extra earth work involved in benching or due to ploughing / scarifying etc shall be considered incidental to the work.

For wet conditions benches with slightly inward fall and subsoil drains at the lowest point shall be provided as per the drawings, before the fill is placed against sloping ground

Where the Contract requires construction of transverse subsurface drain at the cut.-fill interface, work on the same shall be carried out in proper sequence with the embankment and sub-grade work as approved by the Engineer

1.6. EARTH WORK OVER EXISTING ROAD SURFACE

Where the embankment is to be placed over an existing road surface. the work shall be carried out as indicated below

- i) if the existing road surface is of granular or bituminous type and lies within 1m of the new sub-grade level, the same shall be scarified to a depth of 150mm or more if specified, so as to provide ample bond between the old and new material ensuring that at least 500mm portion below the top of new sub-grade level is compacted to the desired density.
- ii) If the existing road surface is of cement concrete type and lies within 1m of the new sub-grade level. the same shall be removed completely.
- iii) If the level difference between the existing road surface and the new formation level is more than 1m, the existing surface shall be permitted to stay in place without any modification.

1.7. SOIL CLASSIFICATION

Soil classification of earth work / material to be used on the rehabilitation of embankment shall be got done on regular basis. The earth should be tested to determine its suitability for embankment construction as per I.S. 12169.

In expansive soil, layer of cohesive non swelling soil shall be provided in beds and sides.

Consolidation of CNS shall be done to 95% of maximum dry density at O.M.C.

In case of lines channels, CNS layer shall be provided of thickness conforming to Indian Standard IS 9451 depending upon the swelling pressure. Guidelines on the thickness of CNS layers (t) as outlines in the table I.S.–9451.

CNS shall be compacted to a minimum density of 95%.

1.8 EARTH WORK NEAR STRUCTURES

Back fill around structure

- Backfill shall be placed to the lines and grades shown in the drawing or as approved by the Engineer.

- Backfill material shall be got approved from the Engineer-in-Charge. It shall contain no stones larger than 75 mm.
- The surface to receive backfilling shall be free from all roots. Vegetation spoil, rubbish, it shall be properly wetted
- Backfill shall be placed In layers of 10cm to, 5cm. having optimum moisture content and shall be compacted with mechanical tampers / pneumatic tampers. .

1.9 SETTLEMENT ALLOWANCE

In the mechanically compacted earth fill, settlement allowance should be provided. Accordingly extra height should be provided taking the settlement into account. The base width of the embankments shall not be increased to maintain the design slopes indicated in the drawings for additional height as settlement allowance, but the following procedure shall be adopted. For un compacted earth fill settlement allowance of 12.5% should be provided.

Settlement allowance shall be calculated at various levels and the elevation including settlement allowance shall be derived keeping the embankment width at the designated levels unchanged: The edges of the embankments at the increased elevation (including settlement) when joined with the point where the slope has changed earlier below, shall give the slope to be adopted for construction.

1.10. MODE OF MEASUREMENT & PAYMENT

The unit price should include arrangement of borrow area, cost of excavation, loading transportation, unloading at site, breaking clods, spreading to proper thickness including\ watering for compaction where necessary.

The unit price shall also include stripping of borrow area, preparation and maintenance of haul road, dressing of side slopes with all other general and incidental operations connected with the work including taxes and royalties.

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

2.0 General Specification

2.1 The enclosed drawing in the bid document gives broad dimensions and outline of the works to be executed through this contract. These drawings may however be revised / modified from time to time and supplementary additional drawing may also be issued as per necessity. During the course of execution there may be changes in dimension, specifications and shape of components. The changes in the drawing can be done without any way deviating the terms of the contract and the contractor is to execute the work as per revised drawings and specifications at the same rate as agreed upon for the work awarded under the original contract. 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 error and omission are discovered where upon the Executive Engineer will prepare revised additional drawings and specifications as may be required to suit the stage of the work.

2.2 Where the drawings are not consistent with the text of the specifications, the text shall govern.

- 2.3 The rates shall be for finished **percentage rate** of works as per description in the schedule of quantities and according to drawings, specification and conditions of the contract. The rates quoted shall be for execution of finished **percentage rate** of work & the specifications of which confirm to the details furnished in the Agreement and provisions in Bureau of Indian Standards and shall include all general and incidental charges which will not be paid separately. Such general and incidental charges are listed in succeeding Para for the convenience of the tenderers but are not exhaustive. Omission of any such items here in but required for delivering finished items of work, shall not be plea, that such items are not covered by the rates quoted.
- 2.3.1. Formation and maintenance of haul roads including river and drainage crossings within the work site is to be made by the contractor at his own cost. The existing approaches and haul roads, if any, under the control of the Department may be made use of but improvement, if required, shall be done by the contractor at his own cost.
- 2.3.2. Labour and material required for the construction of reference points, bench marks, pillars etc. for setting out works shall be at contractors cost.
- 2.3.3. Scaffolding and gangways as and when required for the work will be done by the contractor at his own cost. No additional payment in this regard, will be entertained.
- 2.3.4. The rate includes all leads & lifts.
- 2.3.5. Form work complete includes cost of materials, labour, maintenance, erection and removal.
- 2.3.6. Construction of coffer dam, dewatering of any water, that may accumulate in the areas required for carrying out the items under schedule of quantities, includes the initial dewatering of the pond formed after the formation of coffer dam or any type of cross bund and all seepage that may accumulate in the area before or during construction.
- 2.3.7. Protection of components of work during the rainy season shall be the responsibility of the contractor. The responsibility for the safety of the structure rests, entirely on the contractor and any damages that may occur, has to be made good by the contractor and any damages that may occur, has to be made good by the contractor at his own cost.
- 2.4 The sequence of construction adopted by the contractor shall have to be approved by the Engineer-in-Charge.
- 2.5 The contractor has to make his own design for coffer dam or any type of cross bund required during course of execution. All materials for the coffer dam or cross bund shall be arranged by the contractor at his cost. The contractor shall maintain the coffer dam till completion of the work.

3.0 EARTH WORK EXCAVATION / STONE WORKS

- 3.1. The contractors shall execute the work to the lines, grade and section as per drawing and in accordance with the specification and relevant clause / clauses of relevant Indian Standard codes unless otherwise specified. Construction of all approaches and haul roads coffer dam and de-watering if required and their maintenance shall be the responsibility of the contractor. The contractor shall ensure good workmanship and quality and shall ensure besides other aspects fulfillment of the following specific requirements to the satisfaction of the Engineer- In-Charge.

The work is to be executed as per design, drawing and specifications and direction of the Engineer-in-Charge.

3.2 EARTHWORK

- a) Earth work quantity will be assessed from cross section taken at suitable intervals as decided by the Engineer-in-charge. Initial levels will be taken and recorded in level book with reference to the bench mark which should be kept at site till finalization of the work. The initial of the cross section papers should be signed by both the parties before starting the work. Final level is to be

taken and recorded in level book after completion of the work in all respect and the contractor is to sign the final levels taken in level book as acceptance of final measurement.

- b) Payment for earth in banking by section measurement will be made deducting 17 % (seventeen percent) towards settlement allowance if measurement taken before monsoon.
- c) Earth shall be arranged by the contractor at his own cost for which no extra payment shall be made.
- d) If final measurement of earth will be made after rainy season and after due settlement of earth work minimum settlement allowance for 10 % (ten percent) will be deducted. The higher percentage of settlement allowance if any will be decided on actual observation by the Engineer-in-charge of the work as per its quality and nature of soil.
- e) Earth work measurement taken for filling section after ordinary compaction by PRR, 10% (Ten Percent) deduction will be made towards settlement allowance.
- f) When earth compacted by HRR 17% (seventeen) will be deducted towards settlement allowance.
- g) Earth work beyond the required design section will not be paid for.
- h) Earth work available from cutting will economically be utilized filling.

3.3 SETTING OUT OF WORK

- 3.3.1 Temporary bench marks shall be fixed at every 0.5Km interval connecting permanent bench marks available near major structure site. The Contractor shall establish additional reference Bench marks as may be needed at his own cost for facilitation 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 30cm. (a) x 30cm (b) x 75cm. (d) which shall be mark shall be embedded 55 cm into firm ground and projecting 20cm above the ground. The Bench Mark pillar shall constructed in plain cement concrete of M-10. the pillar shall be well protected from being disturbed. The RL of bench mark shall be conspicuously carved and painted on the pillar.
- 3.3.2 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 center line of the canal and the reference line for all alignments for demarcation purpose shall be laid by dug-belling on the ground.
- 3.3.3. The check profiles shall be located 15meter apart or longer as directed by the Engineer-in-charge to serve as a guide for execution on all slops and steps to the elevations. All important levels and all reference points with respect to bench marks and reference lines shall be fixed and co-related by the contractor as per directions of the Engineer-in-Charges.

4. CLEARING AND GRUBBING

- 4.1.1 The area described or shown on the relevant site plan shall be cleared of all obstructions, loose stones and of all kinds of rubbish. All brushwood shall be cleared and the roots grubbed up. No trees shall be cut down and removed without the instructions of the Engineer-in-Charge. The products of the clearing shall be stacked in such place and manner as may be ordered by the Engineer-in-charge and the ground shall be left in a perfectly clean conditions. All products of the clearing shall be the property of Government and shall be disposed off as per the directions of Engineer-in-charge. All holes of hollows, whether originally existing or produced by digging up roots shall be carefully filled up with earth and leveled off as directed.

4.1.2 DAMAGES BY MONSOON

Damaged due to rain or flood or 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 to the damages rests with the Contractor. No extra cost is payable for such operations and the Contractor shall, therefore, have to take all necessary actions to protect the work during the construction period.

4.1.3 PROCEDURE FOR MEASUREMENT

Before commencement of work, initial levels to indicate existing ground levels shall be taken at 30m. intervals longitudinally along the embankment. The level points transversely along the cross sections shall be maximum at 5m. intervals in flat ground and 1.5-2 M in undulating terrain. The cross sections shall extend beyond the limits of work to a suitable distance and minimum 5M. beyond the toe lines of slopes on both the sides. The intervals stipulated shall be made closer depending on the topography or any stipulation made by the Engineer-in-Charge.

All initial levels shall be recorded in ink in the 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 Engineers and Executive 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 sections shall form the basis of all future measurements and payments. Each dimension shall be measured to the nearest 0.01m. Areas shall be computed to nearest 0.01sqm., volume shall be computed to nearest 0.01 cum.

4.1.4 Disposal of Material

(A) General

All suitable material removed in excavation or as much thereof as may be needed as determined by the Engineer-in-Charge shall be used in the construction of embankments, roadways embankments and for selected bedding material or for backfill around structure. If there is an excess of material in the excavation for any reach it shall be used to strengthen the embankment on either side of the creeks deposited in low areas up hill of the creeks to eliminate trapped drainage or otherwise wasted as directed by the Engineer-in-Charge.

When directed by the Engineer-in-Charge excess material shall also be placed in low areas that may occur adjacent to bridge sites between the O&M Road ramps and the canal bank.

Material removed in excavation and not suitable or required for embankments, backfill or other require earth work. shall be deposited in waste banks on right of way owned by or controlled by the Government as directed by the Engineer-in-Charge.

The spoil obtained from creek excavation which is considered useful by the Engineer-in-Charge shall be fully utilized for the formation of both the banks of the creeks to the required profiles as shown on the earth. The spoil not useful for the banks has to be thrown parallel to the bank and away from it as may be directed by the Engineer-in-Charge during execution to form the spoil bank. In case of deep cutting the spoil shall be so disposed off as not to result in unsightly heaps and shall be leveled and properly dressed. The top of both the finished banks shall slope away from the inner edge with a suitable gradient.

The useful rock obtained from the cutting shall not be mixed with other soils and shall be deposited on the outer slopes of the creek spoil bank. If the rock and the soil are mixed up while depositing at the spoil banks suitable deduction for the agreement rate as decided by the Engineer -in-charge shall be made which is binding on the contractor.

5.1 QUALITY

The coarse aggregate shall consist of naturally occurring (crushed or uncrushed) stones, and shall be hard, strong, durable, clear and reasonably free from veins and adherent coating and free from injurious amounts of disintegrated pieces, alkali, vegetable matter and other deleterious materials. Coarse aggregate will be rejected if it fails to meet any of the following requirements and the materials shall be taken away from the work site by the contractor at his own cost.

5.1.2 DELETERIOUS MATERIALS

The maximum quantity of deleterious materials in coarse aggregates shall not exceed the limits specified in Table 1 of I.S. 383-1970 when tested in accordance with I.S. 2386-1963.

5.1.3 WATER:

Water used for compaction of sub-base, Gr-II & Gr-III metaling shall be free from objectionable quantities of silt, organic matter, injurious amounts of soils, acids salts and other impurities

6. SPECIFICATION FOR EARTH WORK IN THE CONSTRUCTION OF EARTH EMBANKMENT FOR ROAD WORK:

6.1 SCOPE

The specification shall apply to the construction of embankment & of miscellaneous backfills with materials obtained either from excavation for road construction, borrow-pits or either selected borrow areas. All embankment shall be constructed in accordance with the specifications & in conformity with the alignment level, cross sections & dimensions shown in the plans or as started by the Engineer-in-Charge.

6.1.1. MATERIAL: The scope of these specifications are restricted to soil alone, being the construction material. The soil used for embankments shall be free from stumps, tree roots, rubbish or other material likely to deteriorate or effect the stability of the embankment. Only materials considered suitable by the Engineer-in-Charge shall be utilized for the construction & that considered unsuitable shall be disposed of as directed by him.

6.1.1 For the purpose of these specification soil will be taken to include gravel or moorum.

6.1.2 The selection of the materials to be used in the construction of embankment shall be made as per the directions of the Engineer-in-Charge according to soil survey & laboratory investigation conducted by him.

6.1.3 Quality control test such as gradation, P.I. Standard proctor test, deleterious constituents, natural M.C etc. shall be performed as directed by the Engineer-in-Charge & no extra payment will made in this regard.

6.2 EXCAVATION OF BORROW PITS:

6.2.1 As far as possible no borrow pits should be dug on road land. Before deciding to dig borrow pits on road land, earth for the embankment should be obtained.

- (i) from cutting of nearby sections of the road.
- (ii) from excavation improving sight distances at nearby curves.
- (iii) by sectioning an adjacent bullah or waterway where necessary

- (i) by excavating cuts to lead drainage water away from the road
 - (ii) by excavating side drains & catch water drains
 - (iii) from waste land outside the road land
 - (iv) from bumps above the general ground level with the road land
 - (viii) by excavating tanks
 - (ix) from land acquired temporarily outside road land
 - (x) from soil mounds resulting from the digging of well & borrowings from fields in the vicinity of the road
- 6.2.2 Borrow pits should be rectangular in shape with one side parallel to the central line or the road. If no road land, they could be dug as near the road boundary as possible.
- 6.2.3 No borrow pits should be dug within 6 mtr. (16 ft.) of the final section of the road embankment, after making due allowance for future development.
- 6.2.4 Borrow pits should not be dug continuously. Ridges of not less than 8 mtr. (25 ft.) width should be left at intervals not exceeding 30 mtr. (100 ft.) Small drains should be cut through the ridges, in necessary to facilitate drainage.
- 6.2.5 When it becomes necessary to borrow earth from temporarily acquired cultivatable lands, the depth of borrow pits should not exceed 45cm. (1.5 ft.). The top soil to a depth of 15cm (6") should be stripped & stacked a side. Thereafter soil may be dug/cut to a further depth not exceeding 30 cm. (12") & used in forming the embankment. The top soil should then be spread back on the land. It is most important to adopt this practice when soil borrowed is from rich cultivatable land.

6.3 CONSTRUCTION PRELIMINARY OBSERVATIONS:

- 6.3.1 **Clearing & Grubbing:** Prior to the commencement of earth work the site shall be cleared of construction, including building, fences, abandoned drainage structures & vegetation such as tree, roots undergrowth, grass, rubbish etc. except where it may be desirable to retain the vegetation for appearance shade or other reasons. Complete clearance shall be carried out within the actual construction limits.
- All trees & shrubs which are not expected to interfere with the construction & use of the highway should be preserved. Cost of removal of ordinary vegetation & minor jungle growth & disposal thereof as directed by the Engineer-in-Charge shall be included in the tender rate & shall not be paid for as extra.
- 6.3.2 Tree stumps should not extend more than 1ft. above the original ground nor should they be closer than 2 ft. to any sub-grade shoulder or slope surface. On areas to be cleared beyond the embankment & earthwork lines, stumps must be cut down below ground level so that appearance may not be unsightly.
- 6.3.3 The removal of bushes & stumps shall in cases be cleared away to waste lands preferably burnt no locations away from the road side. Materials possessing any salvage value should be stacked as directed by the Engineer-in-Charge.
- 6.3.4 Care shall be taken to see that unsuitable waste materials are disposed off in such a manner that there is no likelihood of its getting mixed with the materials proposed to be used for embankment construction.

- 6.3.5 **COMPACTING ORIGINAL GROUND:** In all cases where condition permit, the original ground shall be consolidated as much as reasonably possible or as directed by the Engineer-in-Charge by rolling or other means. Any empty pockets or depressions left in the soil as a result of clearing grubbing operations shall be filled & compacted. Nothing extra shall be paid for these operations.
- 6.3.6 Where so directed by Engineer-in-Charge any unsuitable materials occurring in the embankment foundation shall be removed & replaced by approved materials.
- 6.3.7 Where the embankment is to be placed on steep sloping ground the surface of the ground shall be benched in step or trenched or broken up in such manner that the new materials will have bond with existing surface & the cost thereof shall be included in the tendered rate.
- 6.3.8 Where the embankment is to be placed over an existing road surface, the surface shall be scarified, so as to provide sample bond between old & new materials.
- 6.3.9 Embankment work shall not proceed until the foundation have been inspected by the Engineer-in-Charge for satisfactory & approved.

6.4 CONSTRUCTION PLACING OF EMBANKMENT MATERIALS:

- 6.4.1 Only materials as approved by the Engineer-in-Charge shall be utilized in the embankment.
The work shall be so planned & executed that the best available materials are saved for the top portion of the embankment & sub-grades. Approved materials shall be obtained from approved area.
- 6.4.2 **EMBANKMENT SLOPES:** The embankment shall be built to have side slopes as shown in the drawings or as directed by the Engineer-in-Charge of the work.
- 6.4.3 **PLACING SOIL IN LAYERS:** To obtain adequate compaction, the embankment shall not be placed until the layer under construction has been thoroughly compacted to satisfy the requirements laid down here after.
To ensure correctness, the execution of the toe-lines on the embankment shall be marked carefully with pages at close interval. The profile with due allowance for settlement shall be set up with the help of bamboos & string. The earth work of the embankment will be carried on uniformly in layer according to these profiles. Due care shall be exercised to ensure the loose thickness of each layer does not exceed the specified limit.
- 6.4.4 The thickness of compacted layers shall be restricted to 22.50cm and shall be ordinary compacted by PRR. Where road is proposed to be constructed over the embankment the top 0.5m of the embankment shall be considered as the sub grade for the road.
- 6.4.5 Unless otherwise directed, the soil shall be spread uniformly over the entire width of the embankment.
- 6.4.6 If the soil as delivered to the road formation is too wet, it shall be dried, by aeration & exposure to Sun, till the moisture content is acceptable for compaction. Should circumstances arise where owing to wet weather the moisture content of certain soil can not be reduced to the appropriate amount by aeration, the compaction of these soils shall be suspended.

- 6.4.7 The surface of the embankment shall at all times during construction be maintained as such a cross fall as well shed water & prevent pounding.

6.5 EMBANKMENT AROUND STRUCTURES

- 6.5.1 The filling around & over culverts & other structures in the embankment area shall be carried out independently of the work on the main embankment. The embankment shall be brought up simultaneously in equal layer on each side of the structure to avoid displacement & unequal pressure.
- 6.5.2 The soil in such cases shall be deposited in layers not exceeding 6" loose thickness & shall be compacted thoroughly & to the satisfaction of the Engineer-in-Charge. Where it may be impracticable to use power rollers or other heavy equipment, the compaction shall be carried out by mechanical tampers or other approved methods.

6.6 SPECIFICATION FOR TURFING

- 6.6.1 DESCRIPTION: This work shall consist of supplying & laying live sods on the slopes & other locations as required by the Engineer-in-Charge, in accordance with the following specifications.
- 6.6.2 MATERIALS: The sods shall consist of dense well rooted growth of permanent & desirable grasses, indigenous to the general locality where it is to be used, & shall be practically free from weeds or undesirable grasses. At the time the sod is cut, the grass on sod shall have a length of approximately 2 inches; if longer, the grass shall be cut to approximately this length & the sod shall have been raked from debris.

The sod shall be cut in uniform strips not larger than it is convenient for handling & transport. The thickness of the sod shall be as uniform as possible approximately ¾ inches or more, depending on the nature, of the sod, so that practically all the dense root system of the grasses will be retained but exposed in the sod strip & so that the sod can be handled without undue tearing breaking.

In the event the sod which is to be cut is in dry condition, so as to cause crumbling or breaking during cutting operations, the contractor, at his own expense, shall at least 12 hours before cutting the sod, apply water to the same in sufficient quantities to provide a well moistened condition of the sod to the depth to which it is to be cut.

Top soil of the area to be turned shall consist of soils adopted to the sustenance of plant life.

6.7. CONSTRUCTION METHOD

- 6.7.1. PREPARATION OF THE EARTH BED: All areas desired to be covered with sod shall be fine dressed to required contour, to an extent such that the finished work after laying sod with necessary soil incorporated in the bed will be in accordance with required lines grades, slopes & cross section.

The area to be sodden shall be free from stones, roots or other undesirable foreign materials.

The soil of the area to be sodden shall be loosened to a depth of approximately not less than one inch, by means of rakes adopted to the purpose & top soil shall be spread evenly

over the prepared bed to a depth of 2 inches & the clods lumps shall be broken down to provide a uniform texture to the sod.

- 6.7.2 PLACING THE SOD:** The earth bed upon which the sod is to be place shall be moistened to the depth, manipulated, if naturally not sufficiently moist, & the sod shall be place thereon within approximately 24 hours after the same has been cut & shall be properly protected & sprinkled with water until firmly rooted.

Unless otherwise required the sod on slopes shall be laid in horizontal, strips beginning the bottom of the slopes & working upwards. When placing sods the length of strips shall be laid at right angles to the direction of flow of water. Sods shall be laid so that the joints caused by abutting ends of sod strips & not continuous. Each sod strips shall be so laid as to about against the strip previously laid.

- 6.7.3** As the sod is being laid to shall be firmly & lightly tamped with suitable wooden or metal tampers to press the sod into the under laying soil. After tamping, the sod shall present a smooth even surface free from bumps or depressions. At such points, where water will start flowing over a sodden area, the upper edge of the sod strip shall be turned into the soil & layer of earth placed over this, which earth shall be thoroughly compacted to conduct the surface water over the upper edge of the sod. No sods shall be laid normally during the dry months of March to June.

- 6.7.4 WATERING:** The sod shall be thoroughly watered immediately after placing & shall be kept thoroughly wet for a period of at least seven days after laying & shall be maintained in satisfactory condition.

- 6.7.5 METHODS OF MEASUREMENT & PAYMENT:** Sod shall be measured by units of 100 sqm. & will be paid for at the contract unit price of 100 sqm. of sod in place which price shall be full compensation for preparing the earth bed, for furnishing, placing, top dressing & watering the sod & for all labour, equipment tools & incidentals necessary to complete the work in accordance with contract.

Collection of top soil for the area to be turned will be paid for as earthwork in excavation.

No separate payment will be allowed for spreading & incorporating the top soil in the bed.

7.0 EXCAVATION OF FOUNDATION

- 7.1.** Excavation for the foundation of structures shall be to the elevation shown on the drawings or as directed by the Engineer-in-charge. So far as practicable the materials removed in excavation for structures shall be used for back fill and embankment.

When unsuitable materials is encountered in the foundation for structure, the Engineer-in-charge will direct additional excavation to remove the unsuitable materials. The foundational excavation shall be refilled by selected bedding material and compacted.

7.2 MEASUREMENT AND PAYMENT

Payment for excavation for structures shall be made at the unit price per cubic meter. The rate for excavation for structures shall include the cost of all labour and materials with

construction of coffer dam and other temporary construction, cost of all pumping dewatering cost of all other work necessary to maintain the excavation in good order during construction.

7.3 EARTH WORK EXCAVATION / STONE WORKS

7.3.1 The contractors shall execute the work to the lines, grade and section as per drawing and in accordance with the specification and relevant clause / clauses of relevant Indian Standard codes unless otherwise specified. Construction of all approaches and haul roads coffer dam and de-watering if required and their maintenance shall be the responsibility of the contractor. The contractor shall ensure good workmanship and quality and shall ensure besides other aspects fulfillment of the following specific requirements to the satisfaction of the Engineer- In –Charge.

The work is to be executed as per design, drawing and specifications and direction of the Engineer-in-Charge.

7.3.2 PLACEMENT (EARTHWORK)

- i) Choice of equipment shall be governed by the site conditions, nature of job / space etc. and it shall be got approved from the Engineer- In-Charge.

7.3.3 MEASUREMENT AND PAYMENT

- i) Earth work beyond the required design section will not be paid for
- ii) Earth work quantity will be assessed from cross section taken at suitable intervals as decided by the Engineer-in-charge. Initial levels will be taken and recorded in level book with reference to the bench mark which should be kept at site till finalization of the work. The initial of the cross section papers should be signed by both the parties before starting the work. Final level is to be taken and recorded in level book after completion of the work in all respect and the contractor is to sign the final levels taken in level book as acceptance of final measurement.
- iii) Payment for earth work in cutting section measurement will be made without deducting any percent towards settlement allowance.
- iv) Payment for earth work in filling section measurement will be made deducting 12 1/2% towards settlement allowance

7.4 RIP RAP & LAUNCHING APRON

7.4.1. GENERAL

The dumping & packing shall consist of boulders and blasted rock placement. It shall be dumped mechanically or hand placed rip rap may be hand placed or dumped by machines. The thickness of the rip rap shall be measured normal to the slope of the embankment.

7.4.2. QUALITY OF RIP RAP STONE

- i) Rip Rap and spall material shall be controlled in quarry for quality, gradation and size.
- ii) Rip Rap and spalls obtained from rock excavation shall be checked for quality, gradation and size before lifting.
- iii) The stone for Rip Rap should be dense, resistant to abrasion and is free from cracks, seams, shale partings, conglomerate bonds and other defects that would tend to increase their susceptibility to destruction by the action of water and weather.

- iv) The stone shall be closely packed and the interstices shall be filled with small stones. The finished surface of Rip Rap should be reasonably uniform free from loose stones.

7.4.3. THICKNESS OF RIP RAP / LAUNCHING APRON

In no case the minimum thickness of hand placed Rip Rap-Launching apron and dumped rip rap shall be less than 30 cm and 45cm respectively.

7.4.4 PLACEMENT OF RIP RAP / LAUNCHING APRON

(i) Hand placed Rip Rap

The hand placed rip rap stone shall consists of specified size and above size and laid on edge starting from the bottom. The stone shall be laid compactly with staggered joints and so matched & interlocked that, they shall be keyed together with minimum of joint space. Then rock fragments and spalls shall be driven by a hammer into interstices to wedge the rip rap in place.

The hand placed rip rap shall preferably be laid in one course and the layer thickness is same at the stone size. If two layers of stones are used the header stone extending through both layer and spaced at about 1.5m. shall be used. In two layers placing the tops layer stones shall be larger.

(ii) DUMPED RIP RAP / Launching Apron

The dumped rip rap/ Launching apron shall consist of boulders or blasted rock fragments of 30 cm and above size. It shall be dumped manually or mechanically.

7.4.5 MEASUREMENT AND PAYMENT

Thickness of riprap shall be measured at a number of locations and the payment shall be made towards the average thickness arrived out of the measurements. Payment for rip-rap shall be made at the applicable unit price per cubic meter in the bill of quantities for rip rap which unit price shall include the cost of procuring, hauling, placing & finishing the rock for rip rap including the rock spalls measurement will be taken on level section & 1/6th volume will be deducted towards voids.

7.5 ROUGH STONE DRY PACKING OF APRONS AND SIDE REVETMENT

7.5.1 GENERAL

The specifications for construction of 300mm. rough stone dry packing for aprons and revetments as specified in schedule 'A' and its materials.

7.5.2 SCOPE

Rough stone dry packing of specified thickness in single layer upto 300 mm. thick, using the stone of specified variety for bed pitching/side revetment including cost and conveyance of stone, sampling and testing of stone, preparation of bed, stacking of stone for pre measurements, packing, all leads, lifts, delifts, labour charges, and all other operations necessary to complete the finished item of work to the specifications as per design and drawings and as directed by the Engineer-in-Charge.

7.5.3 MATERIAL:- THE PROVISION OF SCHEDULE 'D' SHALL APPLY:

Stacking shall be done as detailed below at the locations specified or ordered by the Engineer.

- i. Stacks shall be formed to regular shape and uniform cross sections.
- ii. Materials shall be stacked on even ground. Stacking shall not be done in flood zones or in water logged areas.
- iii. Rough stone shall be packed so closely as to give minimum quantity of voids possible without actual dressing of stone to fill interstices. In case of improper stacking done by the contractor, the Engineer shall have the right to either reject the stacks partly or completely.
- iv. Unless otherwise specified templates shall be provided to the sizes and dimension of the stack as may be specified at the contractor's expense.

7.5.4 PREPARATION OF BED AND SLOPES:

A) BED:

The surface on which the rough stone is to be laid shall be excavated to the required level and leveled and prepared for the length and width as shown on the drawings. The base shall be compacted suitably with hand rammers or other means to have an even bedding. No packing shall be on un-compacted made up soil.

B) SIDE SLOPES

The sides of banks to receive rough stone revetment shall be trimmed to the required slope and profiles put up by means of line and pegs at intervals of 3 meters to ensure, regular, straight and an uniform slope throughout. Depressions shall be filled and thoroughly compacted.

7.5.5 LAYING APRON (BED PITCHING) AND REVETMENT (PITCHING TO SIDES)

- i) Apron (Bed Pitching)
 - a) Apron shall be provided to the dimensions and levels shown on drawings.
 - b) To ensure regular and orderly disposition of the full intended quantity of stone in the apron, template or cross walls in dry masonry shall be built about a meter thick and to the full height of the specified thickness of apron at intervals of 10 meters or closer as directed by the Engineer, all along the length and width of the apron. In between the cross walls the stone shall be hand packed.
 - c) The thickness of the apron shall be made with one stone only. Total thickness shall not be made up in two or more layers.
 - d) The stones shall be laid closely in position of the prepared bed and firmly set with their broadest ends downwards so that they may meet all round their bases and with the top of the stone level with finished surface of packing. The stones shall be laid breaking joints as far as possible in the direction of the flow of water. The stone shall be placed normal to the surface to be protected.
 - e) The interstices between adjacent stone shall be filled in with stones of the proper size, well driven in, with crow bars to ensure tight packing and complete filling of all interstices. Such filling shall be carried on simultaneously with the placing in position of the large stones and shall in no case be permitted to lag behind. The final wedging shall be done with the largest size chips or spalls practicable, each chip or spall being well driven home with a hammer so that no chips or spall is possible of being picked up or removed by hand to

ensure tight packing. The sizes of spalls shall be minimum 25 mm and shall be suitable to fill the voids in the pitching.

- f) On completion, the surface presented by the apron revetment shall be even throughout, free from irregularities and the required length, breadth and slope as specified or as shown on the plans.
- ii) Revetment (Pitching to sides)
- a) Revetment shall be constructed to the required length, level depth and slopes shown on the drawings.
- b) Profiles or strings and pegs shall be put up to ensure that the pitching is done true, straight and to the proper slope throughout.
- c) Revetment shall in all cases be built up from the foot of the bund to be riveted and built up in courses upwards. Care is necessary that a strong toe wall or other protection is always given to the revetment. Which protective measure shall be shown on the plans.
- d) Stones shall be placed to the required length by derrick or by hand. Stones shall be set normal to the slope and placed so that the largest dimension is perpendicular to the face of the slope unless such dimension is greater than the specified thickness of pitching. The largest stone shall be placed in the bottom courses and for use as headers for subsequent courses.

7.5.6 MEASUREMENT AND PAYMENT

- a) These protection works shall be measured as set for the below.
 - i) Unless otherwise specified, for measurement, materials shall have to be stacked before laying and no extra cost will be paid to the Contractor for this stacking.
 - ii) All linear measurements for apron and revetment shall be in meters corrected to 0.01 meter. Volume shall be in cubic meters corrected to 0.01 cubic meter. The unit for payment shall be one cubic meter.
 - iii) No separate payment will be made for this item. It shall be included in the price bid quoted in the Bill of Quantities.
 - iv) 1/6th Volume will be deducted towards voids from finish section measurement for launching, dumping & stone packing works.

8.0 CONCRETE

8.1 GENERAL

Concrete shall be composed of cement, sand, aggregate, water and any other admixture as specified in recommended proportion well mixed and brought to the proper consistency. Tests shall be carried out on the concrete at specified intervals during the progress of work and the mixes modified as necessary in order to consistently secure the required strength, work ability, density and impermeability together with the maximum practicable economy. As per approval of Engineer in charge on recommendation of quality control organization the water cement ratio for the concrete will be regulated by the requirements of strength durability and workability. The concrete shall be uniform consistency and quality throughout any pour and for similar parts of the same structure.

However, the consistency composition shall be such that the concrete can be worked into all corners.

The allowable slump or consistency shall be as directed. The consistency of the concrete shall be varied only by increasing or by decreasing the amount of cement paste in each batch and not by any change of water cement ratio.

8.2 STORAGE OF AGGREGATE

- (a) Aggregate shall be stacked in such a way as to prevent the intrusion of foreign materials such as soil, vegetable matter etc. Heaps of fine and coarse aggregates shall be kept separate. Where different sizes of fine or coarse aggregate are procured separately, they shall be stored in separate stock piles, sufficiently away from each other to prevent the materials at the edge of the piles from getting intermixed with each other.
- (b) The aggregates shall be stock-piled adjacent to the mixer site so as to require minimum rehandling and labour when conveyed to the mixer.
- (c) The aggregates shall be placed on a dry patch of ground. The aggregates shall be kept free of dirt, rubbish, papers, vegetable matters etc. on the stock piles.
- (d) To minimize moisture variation the stock piles shall be spread over as large in area as possible but left low and fairly uniform in height preferably 1.25 to 1.50 meter and the lowest layer of about 30 cm height shall be allowed to act as drainage layer and not used till end.

8.3 FORM WORKS

- (i) Forms shall be used wherever necessary to confine the concrete and shape it to the required lines, or to ensure against contamination of the concrete by materials caving or sloughing from adjacent surface left by excavations or other features of the work.
- (ii) Form work may be of timber, steel, precast concrete panels or such other suitable materials or combination of such materials. Form work shall be substantially and rigidly constructed to the shapes, lines and dimensions required, efficiently propped and braced to prevent deformation due to placing, vibrating and compacting concrete, other incidental loads or to the effect of weather.

8.4 MIXING

- (a) For all work concrete ingredients shall be thoroughly mixed in mechanical mixer to ensure uniform distribution of all component materials throughout the concrete at the end of the mixing period and shall be as dense as possible, plastic enough to consolidate well, Mixing shall be done as per I.S.456-1978.
- (b) Mixing shall be continued until there is an uniform distribution of the materials and the concrete is uniform in colour and consistency. The time of mixing shall be as shown in Table-1 of IS: 457-1978 reproduced herein.

Capacity of mixer	Minimum time of mixing	
	Natural aggregates	Manufactured aggregates
3 m ³ or larger	2 minutes	2½ minutes
2 m ³	1½ minutes	2 minutes
1 m ³ or smaller	1¼ minutes	1½ minutes

- (c) The concrete as discharged from the mixer, shall be uniform in composition and consistency, Workability shall be checked at frequent intervals as per IS : 199 –1959. Mixers will be examined regularly by the Engineer-in-charge for changes in conditions due to accumulations of hardened concrete or mortar or to wear and tear of blades. Any mixer that at any time produces unsatisfactory mix, shall not be used until repaired. If repair attempts are unsuccessful, a defective mixer shall be replaced. Batch size shall be at least 10% but not in excess of the rated capacity of the mixer.
- (d) The first concrete batch at the start of continuous mixing operation or after lapses of 30 minutes in continuous mixing operation shall be made richer by the addition of extra cement as directed.
- (e) The full contents of the drum shall be discharged quickly to avoid segregation.
- (f) The minimum mixing period specified are conditioned on the material being fed into the mixer in a manner which will facilitate efficient mixing and an operation of the mixer at its designed speed. The following sequence of charging the mixer may be adopted.
Five to ten percent of the total quantity of water required for mixing adequate to wash the drum thoroughly shall be introduced before the other ingredients in order to prevent any caulking of the cement on the blades or side of the mixer.
- i. All dry ingredients (Cement, fine and coarse aggregates) shall be simultaneously fed into the mixer in such a manner that the period of flow for each ingredient is about the same. Eighty to Ninety percent of the total quantity of water required for mixing shall be added uniformly along with the dry ingredients.
 - ii. The remaining quantity of water shall be added after all the other ingredients are in the mixer.
 - iii. Portion of the coarse aggregate, however may be added last. This facilitates clearance of the chutes and removes the fine aggregate or cement adhering to the sides.
- (g) Concrete which has been kept unused for more than 30 minutes after the addition of water shall be rejected unless the concrete is in such a condition that it can be subsequently vibrated in place and its use is specifically permitted.
- (h) When the mixer is stopped, before placing again any ingredients in the mixer all hardened concrete or mortar shall be removed from inner surface of the mixer.
- (i) The re tempering of partially hardened concrete or mortar requiring renewed mixing with or without the addition of cement, aggregate or water shall not be permitted.
- (j) A representative of Engineer-in-charge shall supervise all stages of production of concrete, preparation of test specifications and site test shall be supervised.

8.5 TRANSPORTATION OF CONCRETE

Concrete shall be transported from mixer to the place of final placement as rapidly as possible by method which will prevent segregation of the ingredients or slump loss in excess of 25mm and/ or a loss in air content of more than one percent before the concrete is placed in the works. It shall be transported, laid and compacted in its final position within 30 minutes of its discharge from the mixer unless carried in properly designed agitators. Whenever the length of haul from the mixing plant to the place of deposit is such that the concrete unduly compacts or segregates suitable agitators or transit mixers shall be used for conveying concrete.

8.6 PREPARATION BEFORE PLACING CONCRETE

8.6.1 GENERAL REQUIREMENT

Concrete shall not be placed in any part until all form work required is completed as per drawing & specification and no concrete shall be deposited until the foundation has been inspected and approved by the Engineer-in-charge.

8.6.2 FOUNDATION SURFACES

- (a) Immediately before placing concrete all surfaces of foundations upon or against which the concrete is to be placed, shall be free from standing water, mud and debris. All surfaces of rocks upon or against which concrete is to be placed shall in addition to the foregoing requirement be cleaned and free from all lubricants. Objectionable coating and loose semidetached or unsound fragments are to be removed. The surface of absorptive foundations upon or against which concrete is to be placed shall be moistened thoroughly and kept sufficient wet for at least 24 hours prior to placing concrete so that moisture will not be drawn from the freshly placed concrete.
- (b) In the case of earth or shale foundations, all soft or loose soft and surface debris shall be scraped and removed.

8.6.3 R.C.C. WORK

No concrete shall be placed unless the reinforcement and centering & shuttering provided is checked, pre measured and approved by the Engineer-in-charge.

8.7 PLACING AND COMPACTING CONCRETE

8.7.1 GENERAL

- (a) All surfaces upon or against which concrete is to be laid shall be prepared in accordance with the drawings.
- (b) If concreting is not started within 24 hours of the approval being given, it shall have to be obtained again.
- (c) All absorptive surfaces against which concrete is to be laid shall be moistened thoroughly so that moisture will not be withdrawn from the freshly placed concrete. The surfaces however shall be free from standing water. The concrete shall be deposited as nearly as possible in its final position and compacted before setting commences and should not be subsequently disturbed. Methods of placing should not be such as to avoid segregation. Care should be taken to avoid displacement of reinforcement or movement of form work.

All concrete which has set before placement shall be rejected and immediately removed from site of work.

- (d) The construction joints at the end of each days work should be left vertical only at location as approved by authorised representative of the Engineer-in-charge.

8.7.2 COMPACTION

Concrete shall be thoroughly compacted during the operation of placing and thoroughly worked.

- (a) All concrete shall be compacted to produce a dense homogeneous mass with the assistance of vibrators or thappies in such a manner that it is free from pockets of coarse aggregate and is in intimate contact with surface of forms.
- (b) During placing and until curing is completed the concrete shall be protected against the harmful effect of exposure to sunlight, wind and rain as direct.

8.8 CURING AND PROTECTING

8.8.1 All concrete shall be protected against injury until final acceptance. Exposed finished surfaces of concrete shall be protected from the direct rays of the sun.

8.8.2 The method of keeping formed concrete surface moist, shall be by continuous sprinkling or spraying of water as may be necessary to prevent any portion of the surface from drying during the specified curing period.

8.8.3 The water and other methods of curing shall be handled as not to stain concrete surfaces which shall be exposed.

8.8.4 The actual method of curing adopted and equipment to be used shall be subject to the approval of the Engineer-in-charge. The contractor shall have on hand and ready to install before actual concrete placement is started all equipments needed for adequate curing and protection at all location of concrete placement.

8.8.5 Finished concrete surfaces shall be protected from stains or abrasion. Surface or edges likely to be injured during the construction period shall be kept properly protected by leaving forms in place or erecting protective covering satisfactory to the Engineer-in-charge.

8.8.6 In case the curing operations are inadequate or unsatisfactory, the Engineer-in-charge shall be entitled to take such steps as he may deem necessary to make good the deficiencies and defects at the Contractor's risk and cost. Curing and protection should confirm of IS: 457-1957 with the latest amendments.

8.9 MEASUREMENT AND PAYMENT OF CONCRETE

Measurement and payment for cement concrete items shall be made on the basis of the actual volume of the concrete laid for finished items. The rate includes the cost of labour and materials, plant etc. involved in providing cement, slurry and mortar on concrete and construction joints shall be deemed to be included in the unit rates for the respective items. The rates shall include construction of foot bridge and traffic island, coffer dam and removal of the same, dewatering if required and all other incidental charges as produced finished item of work.

For R.C.C. work, the cost of round tor steel rod including bending and binding etc. shall be paid as a separate item explained elsewhere.

No claim for extra payment, in case of higher strength of concrete than designated, will be entertained.

SECTION – 6
BILL OF QUANTITY

BILL OF QUANTITY

Name of work: Repair and Renovation of office building of Earth Dam Division, Chitrakonda for the year 2026-27 (Roof sheeting).

Sl. No.	Description of items	Quantity	Unit	Rate	Amount
1	Dismantling G.C.I. or A.C. sheet roofing after carefully removing the bolts and nuts including stacking of the materials for reuse and removing the debris within 50m lead etc. Complete in all respect and as per direction of E.I.C.	550.000	Sqm.	104.10	57255.00
2	Brick work with C.B. Brick (23 x 11 x 8) cm size in cement mortar (1:6) including all cost, conveyance, royalty, all labour charges and all taxes etc. complete in all respect and as per the direction of E.I.C	27.600	Cum	5693.90	157151.64
3	12mm thick cement plaster (1:6) including all cost, conveyance, royalty, all labour charges and all taxes etc. complete in all respect and as per the direction of E.I.C	240.000	Sqm.	202.20	48528.00
4	Supplying M.S Pipe 2" for fitting of G.C.I. Sheet for roof including all cost, conveyance, and all taxes etc. Complete in all respect and as per the direction of E.I.C.	3204.000	Kg	58.20	186472.80
5	Fixing of G.C.I. sheet in roof drilling hole in wind ties including fixing of ridges valleys wind ties etc. excluding cost of fitting per 1 Sqm. Including all cost, conveyance, labour charges and cess etc. complete in all respect and as per the direction of the Engineer-in-Charge. 05 (Five items) only.	1540.000	Sqm.	605.00	931700.00
	Total in Figures				1381107.44 1381107.00

Superintending Engineer,
Earth Dam Division, Chitrakonda.

SECTION – 7
GOVT. CIRCULAR



COMPUTERISED
L. No. 726 99/7
Branch

Government of Odisha
Works Department

Office Memorandum

File No.07556900042013(Pt-II)- 7865 /W, Dated. 23.7.2013

Sub: Codal Provisions regarding e-Procurement

After introduction of e-procurement in Govt. of Odisha, necessary guidelines / procedure has been issued in Works Department Office Memorandum No.1027 dt.24.01.2009 which consists of the procedural requirement for E-procurement of tenders. After careful consideration Government have been pleased to make following modifications to codal provisions by way of addition as Appendix-IX (A) of OPWD Code Vol-II.) as follows:

Appendix-IX (A) of OPWD Code, Vol-II

Executive instructions regarding calling for and acceptance of tenders in e-Procurement.

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".
Use of valid Digital Signature Certificate of appropriate class (Class II or class III) issued from registered certifying authorities (CA) as stipulated by Controller of Certifying Authorities (CCA), Government of India such as n-Code, Sify, TCS, MTNL, e-Mudhra is mandatory for all users.
4. The DSC issued to the Department users is valid for the period of two years only. All the Department users are responsible to revalidate their DSC 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 10 lakhs 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 compliant to relevant provisions of OGFR/ OPWD code/ Accounts code/ Government statutes 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 Executive Engineer or equivalent Officer and Subdivision is the Assistant 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 organization level not below the Superintending 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 newspapers, 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: Rs.

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 DSCs in appropriate format so that the document is not tampered with

14.2 The tender document comprise 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/Packet:

SI No	Cover Type	Document Description	Type
1	Fee/ Prequal/ Technical / Finance	Tender Cost, EMD, VAT, PAN, Contractor RC	.pdf
		Affidavits, undertakings and any other document as per SBD/DTCN	.pdf
		BoQ	.xls

b.) For Two Cover/Package:

SI No	Cover Type	Document Description	Type
1	Fee/ Prequal/ Technical	Tender Cost, EMD, VAT, PAN, Contractor RC	.pdf
		Affidavits, undertakings and any other document as per SBD/DTCN.	.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. WORKITEM DETAILS

v. FEE DEATILS: The Procurement Officer Administrator should mention the cost of tender paper and EMD amount 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 DTCN/SBD.

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 organization from other procurement units (Circles /Divisions).

viii. WORK ITEM DOCUMENTS: The Procurement Officer Administrator should upload the digitally signed tender document (SBD/DTCN) 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 DSC 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 DSCs procured for each post separately. After being relieved from the additional charges he has to surrender the additional DSCs to the Nodal Officer of the concerned organisation.

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 (DSC) 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) PAN and (ii) Registration Certificate(RC) / VAT Clearance Certificate (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ VAT Clearance. 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 online bidding process.

15.1.1 Bidders participating through Joint Venture shall declare the authorised signatory through Memorandum of Understanding duly registered and enrol in the portal in the name and style of the Joint venture Company. It is mandatory that the DSC 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 DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique Login ID, password and DSC 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 DSC; 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 arrangements 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 cost of Bid Document, Bid Security, 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 furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data. The bidder shall scan all the written/printed pages of the bid security and up load the same in portable document format (PDF) to the system in designated place of the technical BID. Furnishing scanned copy of such documents is mandatory otherwise his/her bid shall be declared as non-responsive and liable for rejection.

15.6.2 The EMD or Bid Security payable along with the bid is 1% of the estimated contract value (ECV) or as mentioned in the bid document. The validity period of the EMD or Bid Security shall be as mentioned in the bid document. Any bid not accompanied by an acceptable Bid Security and not secured as indicated in the bid document shall be rejected as non-responsive. The bid security shall be retained till such time the successful bidder furnishes Initial Security Deposit (ISD) or Performance Security acceptable to the Officer Inviting the Bid. Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security. The Bid security in the form of FD / BG shall be from a Nationalized Bank valid for a period of 45 days beyond the validity of the bid. Bid security in other form is acceptable if the bid documents provides for it.

15.6.3 The Fixed Deposit / Bank Guarantee or any other form as mentioned in detailed tender call notice in respect of Earnest Money Deposit / Bid Security and the Bank Draft in respect of cost of Bid are to be scanned and up loaded in portable document format (PDF) along with the bid.

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 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 L1 bidder.

15.6.5 Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption

15.6.6 Government of Odisha has been actively considering integrating e-payment gateway in to the portal for payment of Cost of Bid and Bid Security/ Earnest Money Deposit. The process of using e-payment gateway shall be issued separately after it is established.

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 consist of cost of Bid documents, EMD/ Bid Security, VAT, PAN / TIN, 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 DSC and move to the desired tender for up loading 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 can not 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 can not 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 up-load 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 authorised 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 authorised 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 DSC 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 up load 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 other 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 / Financial (Tender Paper Cost, EMD/Bid Security) instruments 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 receipt of tender 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 also be initiated by OFFICER INVITING TENDER for blacklisting as per Appendix- XXXIV of OPWD Code, Volume-II.

24. GUIDELINES FOR UNBLOCKING OF PORTAL REGISTRATION:

24.1 UNBLOCKING OF PORTAL REGISTRATION:

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

EIC (Civil)-cum-CPO, - Chairman

Engineer-in-Chief (WR) - Member

Concerned Chief Engineer - Member

Sr. Manager (Finance), SPC - Member

Officer Inviting Tender - Member

Chief Manager (Technical), SPC- Convener

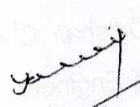
24.2 The Chief Manager (Tech), State Procurement Cell will be the convener and he will maintain all records for this purpose. The Committee shall meet not less than once in a month if required & shall consider the recommendation of the officer inviting tender for unblocking of portal registration. The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

24.3 The minimum period of blocking of Portal Registration shall in no case be less than 90 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 Rs. 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), SPC 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), SPC 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.

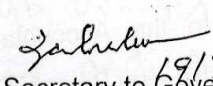
1. These amendments shall take effect from the date of issue of the order.
2. This amendment is an addition to the existing provision and will be placed below Appendix- IX to OPWD Code, Vol-II.
3. Accordingly Office Memorandum No 1027 dt 24.01.2009 stands modified .
4. This has been concurred in by the Finance Department vide their U.O.R. No.3-WF-I Dt.04.01.2013.


EIC - cum- Secretary to Government

Memo No. 7886

W, Dated. 23.7.2013

Copy forwarded to P. S. to Hon'ble Chief Minister, Odisha for information and necessary action.


FA - cum- Addl. Secretary to Government

Memo No. 7887

W, Dated. 23.7.2013

Copy forwarded to OSD to Chief Secretary, Odisha/ P.S. to Development Commissioner- cum-Additional Chief Secretary, Odisha/ P.S. to Principal Secretary to Chief Minister, Odisha for information and necessary action.

Jahnu
15/7/2013
FA - cum- Addl. Secretary to Government

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Memo No. 7888

W, Dated. 23.7.2013

Copy forwarded to Finance Department/ Department of Water Resources/ Housing & Urban Development Department/ Rural Development Department/ Panchayati Raj Department/ All other Departments/ Managing Director, OB & CC Ltd., Bhubaneswar / Managing Director, OCC Ltd., Bhubaneswar for information and necessary action.

Jahnu
19/7/2013
FA - cum- Addl. Secretary to Government

Memo No. 7889

W, Dated. 23.7.2013

Copy forwarded to EIC (Civil), Odisha /EIC, Water Resources, Odisha/ EIC, Rural Works, Odisha / EIC, PH, Odisha / EIC-cum-Chief Electrical Inspector, Odisha/ FA-cum-Addl. Secy. to Govt., R.D. Deptt./ FA-cum-Addl. Secy. to Govt., Water Resources Deptt./ FA-cum-Addl. Secy. to Govt., H.&U.D. Deptt./ FA-cum-Joint Secy. to Govt., Energy Deptt./ Special Officer-cum-Joint Secy. to Govt., Fin. Deptt./ Chief Engineer, World Bank Project, Odisha/ Chief Engineer, DPI & Roads, Odisha/ Chief Engineer, Buildings, Odisha/ Chief Engineer, National Highways, Odisha/ Chief Engineer, R.D. & Q.P., Odisha/ Chief Engineer, Directorate of designs, Odisha/ Chief Manager, (Tech), State Procurement Cell, Odisha / Chief Architect, Odisha/ Chief Engineer, Water Resources, Odisha/ Chief Engineer, R.W.-I, Odisha/ Chief Engineer, R.W.-II, Odisha/ Chief Engineer, P.H.(Urban), Odisha/ Chief Engineer, Electricity, Odisha for information and wide circulation among subordinate offices.

Jahnu
19/7/2013
FA - cum- Addl. Secretary to Government

Memo No. 7890

W, Dated. 23.7.2013

Copy forwarded to the Accountant General (A&E), Odisha, Bhubaneswar/ Accountant General, Odisha, Puri Branch, Puri for information and necessary action.

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Jahnu
19/7/2013



**GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES**

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

TENDER DOCUMENT

FOR THE WORK

**Repair and Renovation of
office building of Earth Dam
Division, Chitrakonda for
the year 2026-27 (Roof
sheeting)**

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

BID DOCUMENTS

NAME OF WORK : - Repair and Renovation of office building of Earth Dam Division, Chitrakonda for the year 2026-27 (Roof sheeting)

The bid document contains..... Sheets.

**Superintending Engineer
Earth Dam Division, Chitrakonda.**

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SECTION – 1
DETAILED TENDER
CALL NOTICE

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

E-mail ID _executiveengineereddckd@gmail.com

e- Procurement Notice No. SE-EDD-CKD-04/2026-27

1. Type of Works : Civil Works
2. Total No. of Works : - Eight (08) Nos.
3. Estimated Cost: - : Varies from Rs. 3.13 Lakhs to Rs. 39.60 Lakhs
1. 4. Period of Completion : - 02 Calendar Months to 06 Calendar month.
5. Class of Contractor :- Varies from Class D to B

Procurement Officer	Bid -Identification No.	Availability and submission of Bids – on line	
		Form	To
1	2	3	4
Superintending Engineer, Earth Dam Division, Chitrakonda.	SE-EDD-CKD-04/2026-27	23.07.2026 10.00 A.M.	01.08.2026 up to 5.00 PM.

Date of opening of the Tender / Bid: - 03.08.2026 at 10.30 A.M in the office of Superintending Engineer, Earth Dam Division, Chitrakonda.

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

Sd/-(Er.K.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-04/2026-27

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 single cover system through e-procurement for execution of the following work. The bid should be submitted by eligible class of contractors On-line in the Govt. website www.tenderorissa.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 the following works.

DETAILED LIST OF WORKS

Sl. No	Name of work	Bid Identification No.	Approximate Value of work (Rs. In Lakhs)	Class of Contractor	E.M.D. (Rs.) (On line)	Cost of Bid document (Rs.) (On line)	Period of completion.
1	2	3	4	5	6	7	8
1	M/R to Spillway of Balimela Dam Project for the year 2026-27 (Wall Painting).	SE-EDD-CKD-04(1)/2026-27	24.14	'C' & 'B'	Rs. 24200/-	Rs. 6000/-	06(Six Calendar Months)
2	Repair and Renovation of office building of Earth Dam Division, Chittrakonda for the year 2026-27 (Roof sheeting)	SE-EDD-CKD-04(2)/2026-27	13.81	'D' & 'C'	Rs. 13900/-	Rs. 6000/-	06(Six Calendar Months)
3	Conservancy Measures to 'P' Colony of Chittrakonda for the year 2026-27 (Cleaning of drain SR Line and CA Line).	SE-EDD-CKD-04(3)/2026-27	4.22	'D' & 'C'	Rs. 4300/-	Rs. 2000/-	02(Two Calendar Months)
4	Conservancy Measures to 'P' Colony of Chittrakonda for the year 2026-27 (Cleaning of drain DR Line and TDR Line).	SE-EDD-CKD-04(4)/2026-27	3.13	'D' & 'C'	Rs. 3200/-	Rs. 2000/-	02(Two Calendar Months)
5	Construction of Culverts for passage of rain water in CA Quarter line and raising of drain wall in 'P' Colony, Chittrakonda for the year 2026-27.	SE-EDD-CKD-04(5)/2026-27	6.81	'D' & 'C'	Rs. 6900/-	Rs. 4000/-	04(Four Calendar Months)

6	Installation of 6 inch pipe line from 80 H.P. pump house to 40 H.P. pump house at Gojiaguda for 'P' Colony, Chitrakonda for the year 2026-27.	SE-EDD-CKD-04(6)/2026-27	29.17	'C' & 'B'	Rs. 29200/-	Rs. 6000/-	06(Six Calendar Months)
7	Installation of 4 inch pipe line from 40 H.P. pump house to Aluminium Tank at Gojiaguda for 'P' Colony, Chitrakonda for the year 2026-27.	SE-EDD-CKD-04(7)/2026-27	4.14	'D' & 'C'	Rs. 4200/-	Rs. 2000/-	03(Three Calendar Months)
8	Renovation of BT road in DR line of 'P' Colony, Chitrakonda for the year 2026-27.	SE-EDD-CKD-04(8)/2026-27	39.60	'C' & 'B'	Rs. 39600/-	Rs. 6000/-	06(Six Calendar Months)

08 (Eight Nos. works) only.

Procurement Officer	Bid Identification No.	Availability of tender On-line for bidding		Last date and time of seeking tender clarification	Date, Time & Place of Opening of tender
		From	To		
S.E. Earth Dam Division, Chitrakonda	SE-EDD-CKD-04 of 2026-27 On-line	23.07.2026 at 10.00A.M.	01.08.2026 up to 5.00 P.M.	28.07.2026 Up to 5.00 P.M.	03.08.2026 At 10.30A.M. onwards at O/o. S.E.,Earth Dam Division, Chitrakonda.

1) Bid document consisting of information, plans, specification and Bill of quantities of the works are available in web-site www.tenderorissa.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 guide lines.**shall be paid / transferred through payment gateway of designated bank and in no other form.** A bidders 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 on line mode only. Adjustment of EMD / bid security form other works shall not be entertained. Bidders desirous to hire machineries or equipment outside the state

3) Availability of Tender for **On-line** bidding:- From **10.00 A.M. of 23.07.2026 to 5.00 P.M. of 01.08.2026** from Govt. web site www.tenderorissa.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 but 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
- vii. 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 on 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.

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 Nationalised / 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 financial yea 2026-27. 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, Affidavits , 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 Superintending Engineer, Earth Dam Division, Chitrakonda, Dist. Malkangiri as and when required for verification. The successful bidder has to submit the original affidavit to the Superintending Engineer, Earth Dam Division, Chitrakonda, 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 Tender: Dated 03.08.2026 at 10.00 A.M. in the office chamber of the Superintending Engineer, Earth Dam Division, Chitrakonda. If the office happens to be closed on the last date of receipt of documents and on the date of opening, it will be extended to next working day at same time and venue.

12) In case, if lottery is inevitable for finalisation of the tender, then the tender accepting authority will finalise 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 or Phonetic message and Notice Board.

13) The Superintending Engineer, Earth Dam Division, Chitrakonda may be contacted during office hours on any working days for any further clarification or online between 23.07.2026 from 10.00 A.M. to 28.07.2026 up to 5.00 P.M.

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

15) 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.

16) As per Public Notice of Chief Engineer-Cum-Chief Manager (Tech.) State Procurement Cell, Odisha, it was 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.

17) Other details & conditions can be seen in the bidding documents, which is available in web-site www.tenderorissa.gov.in.

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 point only if he writes the percentage excess or less up to two or more decimal point, the two decimal point shall only be considered without rounding up.

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) A bidder can submit only one tender paper for a particular work, submission of more than one tender paper by a bidder for a particular tender will liable for rejection of all such tender papers as per Works Department Ltr. No.4985/W dtd. 28.03.07.

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

Sd/-(Er. K.C.Sethi)
Superintending Engineer,
Earth Dam Division,Chitrakonda

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

DETAILED TENDER CALL NOTICE

1. The **Superintending Engineer, Earth Dam Division Chittrakonda** invites on-line percentage rate tender through website in prescribed form to be eventually drawn P.W.D. Form No.P1 from the Registered contractor of '**D' & C Class** and equivalent registered under Water Resources, Works and other Departments of Govt. of Odisha C.P.W.D., Railway or Military Engineering Services, Air and Naval or other State Govt., Govt. of India, Central Govt. undertakings are also eligible to tender for the work. This invitation for Bids is open to eligible bidders and to bidders who are registered in the portal.
2. The tender documents may be downloaded from the Govt. website from dated **23.07.2026 at 10.00 A.M. to 01.08.2026 up to 5.00 P.M** for the work "Repair and Renovation of office building of Earth Dam Division, Chittrakonda for the year 2026-27 (Roof sheeting)." **on payment of Rs. 6,000.00 (Rupees Six thousand) (Non-refundable) only transferred online towards cost of the bid.** The bid will be **opened on 03.08.2026 at 10.30 A.M.** in the office of the **Superintending Engineer, Earth Dam Division, Chittrakonda** in presence of the tenderer or their authorized agents. 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 only after the opening time mentioned in the bid. In the event of the specified date of bid opening being declared a holiday the bid will be opened at the appointed time and location in the next working day.
3. The approx. value of the work tendered for **Rs.13.81 Lakhs.**
4. The bidders shall prepare the documents and upload the scanned typed document in PDF format (or as specified in the portal) in appropriate place. Tender must be submitted in on-line only.
5. No tenderer will be permitted to furnish their tender in their own manuscript.
6. The bid security (EMD) @ 1% i.e. of the approx. amount put to Tender i.e. **Rs. 13900/-** must accompany with tender. The bid security shall be 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 on line mode only. Adjustment of EMD/ bid security form other works shall not be entertained. Bidders desirous to hire machineries or equipments outside the state. The bidder shall furnish, as part of his Bid, a bid security in the amount as shown in bid notice of the table of Invitation of Tender for this particular work. Submission of Bids through the E-Procurement Portal, the bidder shall scan all the written pages of the bid security and up load to the system in designated place. The on line bidder shall have to deposit the 'bid security' in original with the "officer inviting the Bid" prior to opening of bid. The Procurements Officer-Publisher shall provided signed receipt with date & time for having received the number of documents. Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading the documentary evidence towards his eligibility for such exemption.

7. (a) **Providing facilities to the Engineer contractors**
 - i) Contractors shall have to furnish E.M.D as per works Department No.FR- 11/2001/10003/00 Bhubaneswar dated 24.5.01, failing which the tender will be liable for rejection.
 - ii) The Engineer contractor shall have to execute the work if awarded to him under his direct supervision and he will not be allowed to execute such work through his Power of Attorney Holder.
 - iii) Exemption of EMD to the Engineer contractor will be allowed for a maximum of three works in a financial year and the fact to attending a work with exemption Of EMD should be entered in the original Registration Certificate of the Engineer Contractor. [F.D.& LAW Deptt. UOR No.334 WE dt. 5.6.98 & No.449 L dt. 25.03.2000 respectively.
- b) **No. Cheque/ Bank Draft / Cash Payment will be accepted towards EMD**
- c) Adjustment of earnest money given with other tenders previously and submitted with other tenders shall not to be entertained.
- d) **Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption.**
8. For a particular work a bidder can submit only one tender paper. Submission of bids through E-Procurement portal the system shall consider only the last bids submitted through portal.
9. **For submission of bids through e-procurement Portal, the bidder shall scan all the written pages of Bid Security Declaration, Cost of Tender Paper, Registration Certificate (R.C.) , PAN Card, GST Certificate, Affidavit regarding authentication of documents and No Relation Certificate etc. and upload to the system in designated place. The bidder shall have to furnish the original document to the Superintending Engineer, Earth Dam Division, Chitrakonda as and when required for verification of tender. The original affidavit should be retained by the bidder with him. The successful bidder shall have to submit the original affidavit to the Superintending Engineer before the drawal of agreement.**
10. The employer's response for the quarries raised by the bidder will be posted in the portal.
11. **The Bid security in the above form shall be from a Nationalized Bank /Designated Bank valid for a period of 45 days beyond the validity of the bid. Bid security in other form is acceptable if the bid documents provides for it.**
12. **The Deposits in any other form as mentioned in detailed tender call notice in respect of Earnest Money Deposit / Bid Security and the Cost of Tender paper in respect of cost of Bid shall not be entertained.**
13. **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 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 L1 bidder.**

14. In case the contractor proposes to engage machineries and equipments as asked for in the tender document owned or hired but deployed out side the State, he/she is required to furnish additional 1% EMD /BID Security. The entire bid security including the additional bid security shall stand forfeited in case the contractor fails to mobilize the machineries within a week from the date of commencement of the work.
15. All charges towards quality control test will be borne by the contractor.
16. The work is to be completed in all respect within **06 Calendar Months** from the date of issue of work order.
17. All tenders received will remain valid for **90 (Ninety)** days from the date of receipt of tenders and validity of tenders can also be extended if agreed to by the tenderer and the Department. The Conditional bid is subject to forfeiture of EMD if any bidder/tenderers withdraws his bid/tender before the bid validity period or makes any modification in the terms and condition of the bid, the EMD deposited at the time of submission of tender shall stand forfeited.
18. Tenderer, whose Tender is accepted must submit a work programme of work immediately after issue of work order for approval of Engineer-in-charge.
19. The date of commencement of the work shall be as notified in work order.
20. The Plans, specifications and scope for the work can be seen from the Govt. website during the sale and received period of tender.
21. The tenderers shall carefully study the tentative drawing and specification applicable to the contract and documents which will form as part of the agreement to be entered into by the accepted tenderers. The detailed standard specifications for Odisha and other said relevant specification and drawings are available for sale. Complain at a future date that plans and specifications have not been seen by the tenderers will not be entertained.
22. Every tenderer is expected before quoting his rates 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.

The tenderer will be deemed to have Satisfied himself that the **Percentage** Rates quoted by him in the tender will be adequate to complete the work according to the specifications and conditions attached to and that he has taken in to account all conditions, difficulties that may be encountered during its progress and to have quoted labour rates and materials, octroi and other duties, including GST lead lifts, delfts 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 authorised subordinates. Complaints at future date that the availability of materials, labour or any other factor have been misjudged cannot be entertained .It should be understood clearly that no claim whatsoever will be entertained after wards on the plea of non availability of proper quantity and quality of materials including food stuff or for any other.

23. Each tender must quote a definite **percentage** rate over the estimated cost of work which will be included in the contract. Tenders containing indefinite terms such as estimated rates will not be considered. 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 fill percentage rates in figures and words should not leave any cell blank..
24. The quality control organisation of department will conduct necessary tests to ensure specifications and quality fo execution of work as per standard procedures in vogue. The testing charges will be borne by the contractor. 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.
25. **Bidder 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 per with the estimated rate of the work put to tender.**
26. Rates should be furnished percentage rate of work unless otherwise mentioned in the tender schedule.
27. **The bidder shall write his name in the space provide 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.**
28. The percentage rate should be written in figures in decimal coinage and the units in words. The tender should also show the grand total of the whole tender.
29. Submission of Bids through the E-Procurement Portal, the bidder can submit the scanned copy of the documents in the designated locations of Technical Bid and Financial Bid. Submission of document shall be effected by using DSC of appropriate class and thus shall be in encrypted form.
30. **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.**
30. For the works at Sl.No. (1) to (2) above in the table the bidder should quote his percentage rate including of all the taxes i.e. GST service tax and entry tax etc. and any other taxes as applicable.

31. The tender containing extraneous condition not covered by the tender call notice are liable for rejection and quotations should be strictly in accordance with the tender call notice, any change in the wording will not be accepted.
32. Submission of Bids through the 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 bids within the designated time of receipt, the bids already in the system shall be taken for evaluation.

Submission of Bids through the E-Procurement Portal, withdrawal of bid is allowed. The bidder has to click on the "withdraw" button and record the 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 upload the scanned document to portal in respective bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.

33. Items of work not covered by the tender notice shall be paid at the current schedule of rates of the state and those not covered by the said schedule rates will be paid, on actual analysis approved by the competent authorities.
36. **If the rate quoted by the bidder is less than 15% of the tendered amount then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids. But if more, than one bids is quoted at 14.99 % (Decimals up to two numbers will be taken, for all practical purposes) less than the estimated cost, the tender accepting authority will finalize the tender through a transparent lottery system, where all bidders / their authorized representatives, the concerned Executive Engineer and DAO will remain present.**
37. On no account the contract work should be sublet to any body without the 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.
38. Letters etc, raising and lowering the rates or dealing with any point in connection with the tender will not be considered.
39. Schedule of quantity accompanies 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 alternations or omissions, deductions or additions as set forth in the condition of contract and such omission, deductions additions or alternations shall in no way invalidate the contract and no extra monetary compensation will be entertained.
40. The authority reserves the right to make such increase or decrease in the quantity of items of works mentioned in the schedule attached to the tender notice 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 rates. The contractor shall not be entitled for any compensation on this account, except extension of time where considered necessary.

41. All taxes, fees, royalties payable under the local rule including GST, Income taxes Octroi tax. Entry tax etc. will be borne by the contractor.
42. The earnest money will be retained in the case of successful tender and will be dealt with as per the terms and conditions of the O.P.W.D code and will not carry any interest. The earnest money of the unsuccessful tender will be refunded on application after the tender is finally accepted.
43. The work may be splitted up and distributed among several contractors if considered necessary on the emergency of the circumstances of the work and the contractor is not entitled to any compensation on this account.
44. The Department reserves the right of authority to reject any or all tenders received without assigning any reason whatsoever.
- 45 The tender inviting officer is not responsible for any failure, malfunction of breakdown of the electronic system used during the e-procurement process.**
46. 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 out side the state of Odisha.
47. The tenderer whose tender is selected for acceptance and who has no fixed deposit with the Govt of Odisha, shall within a period of seven days upon intimation being given to him of acceptance of his tender make an initial security deposit in the form of NSC / Postal time Deposit Pass Book/ Kissan Vikas Patra / Postal Savings / Deposit receipt of any schedule Bank duly pledge in favour of The Superintending Engineer, Earth Dam Division, Chitrakonda and in no other form which including the amount already deposited as earnest money shall be 2% of the value of the tendered amount and sign agreement in the P.W.D. Form No. F2/P1 (Schedule XLV No.61) for the fulfillment of the contract in the office of the Executive Engineer, Earth Dam Division, Chitrakonda or as directed. Submission of Bids through the E-Procurement Portal, the system shall generate the award of Contract letter and intimate the bidders in his e-mail. The security deposit together with the earnest money and the amount with held according to the provision of F2/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 forfeiture of the earnest money. No tender shall be finally accepted until the required amount of security money is deposited. The written agreement to be entered in to between the contractor and the Govt. shall be the foundation of the rights of both the contractor and the Govt. and the contract shall be deemed to be in-complete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter into the contract on behalf of the Govt. The security will be refunded one year after completion of the work and payment of the final bill and will not carry any interest.

48. 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 licence) before commencement of the work.
49. The contractor shall be liable to fully indemnify the department of any compensation under workmen compensation Act-VIII of 1993 on account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.
50. Tenderers are required to abide by the fair wages clause as introduced by Govt, of Odisha and will not pay less than the fair wages fixed by Govt, to the labourers engaged by him for the work.
51. In case of any complaint by the labourers working about the non payment of his wages as per latest minimum wages Act, the Executive Engineer will have the right to investigate and if the contractor is found to be in default he may recover such amount from the contractor's dues and pay such amount to the labourer directly under intimation to the local labour officer to the govt. The decision of the Superintending Engineer is final and binding on the contractor.
52. The contractor will have to submit the Superintending Engineer , Earth Dam Division, Chitrakonda monthly return of labourer both skilled and unskilled employed by him on the work.
53. The contractor 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.
54. No compensation will be paid by the department for any damage done by rain, flood, cyclone, tide or by any other natural calamities during the execution of the work.
55. It should be understood clearly 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.
56. The tenderers shall have to abide by the C.P.W.D. safety code rules introduced by the Govt. of India, Ministry of works Housing and supply in their standing order no.44150 dt.25.1.1957. which can be seen in the office of the Superintending Engineer, Earth Dam Division Chitrakonda undersigned on working day, during office hours.
57. The tenderers shall bear various incidentals sundries and contingencies necessitated by the work in full within the following or similar category.
58. (a) Rent, Royalties and other charges of materials, octroi duty, entry tax all other taxes including VAT, ferry tolls, conveyance charges and other cost on account of land and building & temporary electric connection to worksite as well as maintenance of coffer dam, service road, diversion road till completion of work required by the tenderer for collection of materials, storage, housing of staff or other purpose of the work. No tenderer will however be liable to pay for temporary occupation of land owned by Govt. at the site of the work.
- (b) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements there in to the satisfaction of the local health authorities.

- (c) Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
 - (d) Fees and duties levied by the canal or water supply authorities.
 - (e) Suitable equipment 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 become payable due to operation of the workmen compensation Act.
 - (h) The contractor has to arrange adequate lighting arrangement for the work wherever necessary at his own cost.
59. All preliminary works such as vats, mixing platforms etc. are to be done by the contractor at his own cost. No payment will be made for bench marks, level pillars, profiles, benching and leveling the ground where require. The rates to be quoted should before finishing items of work inclusive of carriage of all materials and incidental items of works.
 60. After the work is finished all surplus materials, & debris should be removed 100 mtrs clear away from the site of the work. Preliminary work such as vats, mixing platforms etc. should be dismantled and all materials removed from the site and premises left neat and clean and this should be inclusive of the rates.
 61. If any further necessary information is required, Superintending Engineer, Earth Dam Division, Chitrakonda will furnish such, but it must be clearly understood that the tender must be received in order and according to instruction.
 62. In case of delay in acquisition of land no compensation will be admissible but extension of time will be allowed.
 63. 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 in addition to those mentioned in clause No-54 and the contractor shall use such materials at the stock issue rate fixed by the Department or market rate whichever ever is higher.
 64. Over and above these condition including the Technical specifications the terms, conditions, rules and regulations and specification laid down in Odisha standard specification code are also binding on the part of the contractor.
 65. Submission of bids through E-Procurement portal, the bidder shall upload the scanned copy/copies of Licence, Vat clearance, Pan-card, Affidavit regarding authenticity of documents & No-relation ship certificate. The on line bidder shall have to produce the original documents in support of scanned copies & statements up-loaded in the portal to the Executive Engineer, Earth Dam Division, Chitrakonda before opening of Bid.
 66. **No Relation Certificate**
The contractor shall have to furnish certificate/statement there of in the affidavit along with the tender to the effect that he is not related to any officer in the rank to an Asst. Engineer and above in the state P. W.D., or Asst. Secy. and above in the W.R. Department. If the fact

subsequently proved to be false the contract will be rescinded. The earnest money and the total security will be forfeited and shall be liable to make good the loss of damage resulting from such cancellation. The proforma for no relation certificate is contained in a separate sheet of D.T.C.N in Annexure-'B' .

67. The contractor shall sign as a token of final acceptance of the plans, sections and agreements for the work prior, to take up the work for execution.
68. The contractor is to supply necessary labour and materials for the purpose of alignment laying whenever required at his own cost.
69. The contractor should arrange necessary tools and plants such as pumps, Road Rollers etc, required for the efficient execution work at his own cost. The running charges of such plant and cost of consumables and conveyance are to be borne by the contractor.
70. In the event of delay in supply of design reasonable extension of time will be granted on the application of the contractor. But no claim for monetary compensation will be entertained under any circumstance.
71. Under no circumstance, Interest chargeable for the dues to any additional dues, if any payable for the work.
72. Conditional tenders will not be taken into consideration.
73. The EMD will be forfeited if the tenderer backs out from offer before acceptance of tender by the competent authority as concurred in by law Deptt. & Finance Deptt. in their UOR No. 848/L 31.5.97 & UOR No.202/WFD Dt.6.3.98 respectively. (Works Deptt. Memo No. 9101/Clt.30.3.98) also the EMD will be forfeited if the tenderer failed to sign the agreement after acceptance and not willing to deposit the required ISD and additional performance security for the unbalance tender items.
74. Protection against flood: In case of 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 will be done by the contractor at his cost. Extension of time for the completion of the work may be considered by the department if the discontinuance of the work is beyond the all reasonable attempts of the contractor to such eventualities. The debris and other materials accumulated in the working area during floods or regular floods and necessary strengthening of coffer dam and dewatering will be done by the contractor at his cost. Extension of time for the completion of the work may be considered by the department if the discontinuance of the work may be considered by the department is beyond all reasonable attempts of the contractor to such eventualities. The debris, and other materials accumulated in the working area during floods or regular floods in the monsoon shall be removed by the contractor as required for continuing the work at his own cost. 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

entirely the responsibility of the contractor to make such arrangements as may be required from time to time to protect the men, machinery, materials and the work under progress and work for which the measurements were recorded and payment made against damages either during working season or during the flood season. The flood includes the 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 what -so-ever for any damage or loss of men, materials, machinery 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.

75. Dewatering from the foundation for bridges, culverts, building worksites etc and watering for consolidation in roads 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. The term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation water.
76. 1.00 % (or as applicable time to time)of the gross amount of the bill is deducted from the contractors bill towards income tax & as amended from time to time.
77. (a) The percentage rate quoted by the contractor shall be deemed to be inclusive of VAT on all the materials that he will have to purchase for performance of this contract.
(b)The percentage rate quoted by the contractor in the tender for works shall include VAT 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) VAT on works contract will be deducted @ 5% from the bill and credited to Govt. account.
78. The contractors are required to pay the Royalty as fixed by he Govt. and amended if any from time to time.

79.

Exact amount of Additional Performance Security (APS) in shape of Term Deposit Receipt pledged in favour of Superintending Engineer, Earth Dam Division, Chitrakonda/ Bank Guarantee in favour of the Superintending Engineer, Earth Dam Division, Chitrakonda from any Nationalised / 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.

80. For availing **incentive clause** in any project which is completed before the stipulated date of completion, subject to other stipulation it is mandatory on the part of the concerned Executive Engineer to report the actual date of completion of the project as soon as possible through fax or e-mail so that the report is received within 7 days of such completion by the concerned SE, CE and the administrative Department. The incentive for

timely completion should be on a graduated scale of 1% to 10 % 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 = 10 % of Contract value

Before 20 to 30 % of contract period = 7.50 % of Contract value

Before 10 to 30 % of contract period = 5 % of Contract value

Before 5 to 10 % of contract period = 2.50 % of Contract value

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

81. The quantities in respect of the items for which quoted rates are more than 25% of the estimated rates are not allowed to be varied by more than five percent. In case if it, exceeds the limit approval of the competent authority shall be obtain from the competent authority and no financial compensation shall be paid for delay in transit of sanction.
82. 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 authority inviting bid may reserve the right to accept any additional document.
83. **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 sal wood planks the 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.
84. Tenderers are also required to go through each clause of P.W.D. form F2/P1 carefully in addition to the clause mentioned herein before tendering.
85. **An affidavit** shall be furnished by the contractor at the time of submission of tender paper about the authentication of tender documents including bid security. The scanned copy of the affidavit is to be uploaded through the e-procurement portal along with the bid. The affidavit in original is to be produced before the officer inviting tender prior to opening of the bid.
86. All the forms and Annexure 'A to 'B' attached to section 2 of this DTCN needs to be filled in properly alongwith the authenticated documentary evidence as required therein by the bidder.
87. **1 % (One percent)** of the gross amount of the bill will be deducted from the contractor bill towards cess as per Odisha building and other construction workers (RE & CS) rules 2002 and Amendment during 2008 and as amended by Govt. from time to time.
88. **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 a thing 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 instruction and information for tenderers General and Special conditions of the contract, Technical Specification, drawings, tender (including the 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 Superintending Engineer, Earth Dam Division, Chitraknda 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 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 term “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.
89. The contractor will write **percentage Excess or Less** upto two decimal point only if he writes the percentage excess or less more than two decimal point, the two decimal point shall only be considered without rounding up.
90. **Engineer contractor** desirous to avail the exemption of EMD 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. The name of work for which and the authority to whom the tenders have been submitted, must be mentioned in the affidavit & he should produce his original registration certificate at the time of opening of tender failing which the tender will be rejected.
91. **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.**
92. The Schedule Caste / Schedule Tribe / Contractors desirous to avail the facility of preference as per Govt rule should enclose the copy of their registration certificate stating the fact of caste by their registration authority with the bid, failing which they will not get price preference as per above rule.

93. LABOUR LICENCE AND REGISTRATION:

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

SPECIAL CONDITIONS (PART OF THE CONTRACT)

94. The terms & conditions stipulated are comprehensive, but not exhaustive. All other terms & conditions laid down in OPWD code Vol.-I & II and Govt. circular in force shall also be applied for selecting a tenderer for award of work and the decision of the Superintending Engineer, Earth Dam Division, Chitrakonda is final & binding.

Further, where there is any ambiguity in making any interpretation of meaning of any clause, decision of Superintending Engineer, Earth Dam Division, Chitrakonda is final & binding is conclusive in this matter.

95. In case of any discrepancy in printing or omissions of statutory specifications or any other part or portion of the approved document during download of the bid document or ambiguity in delivery to the meaning of any clause, the decision of the officer inviting the bid will be binding on the bidder.

96. Even if qualified criteria are met, the bidders can be disqualified for the following reasons, if enquired by the Department

- (a) Making a false statement or declaration.
- (b) Past record of poor performance.
- (c) Past record of abandoning the work half way/ recession of contract.
- (d) Past record of in-ordinate delay in completion of the work.
- (e) Past history of litigation.

97. A Contractor may be black listed as per amendment made to Appendix XXXIV to OPWD Code Vol.-II on rules for black listing of Contractors vide Letter No. 3365, dt. 01.03.2007 of Works Department, Odisha.

As per said amendment a Contractor may be blacklisted

- a) Misbehavior/threatening of Departmental & supervisory officers during execution of work/tendering process.
- b) Involvement in any sort of tender fixing.
- c) Constant non-achievement of milestones on insufficient and imaginary grounds and 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 jeopardizes the security of the State.
- f) Submission of false/ fabricated / forged documents for consideration of a tender. .

98. Percentage rate contract (vide Works Department Letter No. 8310, dt. 17.05.2006) In case of percentage rate tender:-.

- i. The Contractor has to mention percentage excess or less over the estimated cost (In figures as well as words) in the prescribed format appended to the tender document.
- ii. Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in separate sealed envelope shall be opened, declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more works shall submit separate tender for each. Each tender shall have the Bid Identification No., Name & Sl. No. of the work (as per IFB) to which they refer, written on the envelope.

- iii. Only percentage quoted shall be considered. Percentage quoted by the Contractor should be accurately filled-in figures and words, so that there is no discrepancy.
 - a. If any discrepancy is found in the percentage quoted in words and figures, then the percentage quoted by the Contractor in words shall be taken as correct.
 - b. If any discrepancy is found in the percentage quoted in percentage excess/ less and the total amount quoted by the Contractor, then percentage will be taken as correct.
 - c. The percentage quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess.
 - d. The percentage quoted in the tender without mentioning excess / less supported with corresponding amount does not tally with either to percentage excess or less then it will be treated as percentage excess.
 - e. The percentage quoted in the tender without mentioning excess / less supported with corresponding amount if tallied with the percentage then it will be treated as to which side the amount tallies.
 - f. The Contractor will write percentage excess/ less up to two decimal points only. If he writes the percentage excess / less up to two or more decimal points, the first two decimal point shall only be considered without rounding off.
 - g. The tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections, over writings & interpolations where unavoidable should be made by making out, initialing, dating and rewriting.
- iv. In the contract P1 time is the essence. The contractor is required to maintain a certain rate of progress specify in the contract.
- v. The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
- vi. The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of next higher authority. Further, no escalation of cost beyond the agreement value will be allowed.
- vii. Bills for percentage rate tenders shall be prepared at the estimated rates for individual items only and the percentage excess or less shall be added or subtracted from the gross amount of the bill.
- viii.

94. 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.

SECTION – 2
INFORMATION AND
INSTRUCTION TO TENDERERS

SECTION-2

1. Preparation of Tender Documents

The intending tenderer shall log in to the e-procurement portal identified as <http://tendersOdisha.gov.in> and download the bid and price bid in shape of an intelligent bill of quantity in MS Excel format. As per the requirement of the bid document the bidder will fill up the required informations and fill-up the **percentage rate tender** in figures on the intelligent MS Excel sheet. The bidder is to scan his registration certificate, VAT clearance Certificate, PAN Card, Affidavit, No relation certificate and certificate issued by competent authorities required for full-filling the minimum qualification criteria specified in the bid document for the work. The bidder is also required to scan the RC books and other papers relating to the machineries and other documents as specified in the bid document.

2. Method of submission of Tender Documents

- 2.1 The tenderer shall upload the scanned copy / copies of the documents and informations as per requirement of the bid documents through the e-procurement portal. All documents and scanned copies are to be uploaded in the designated location of the bid except the filled up intelligent excel sheet. The filled up intelligent bill of quantities in Excel format will be uploaded in the designated location of price bid. The bidder is required to upload the required documents in appropriate location of Technical and Financial bid failing which the bid will be rejected. All the uploaded documents should be clear and legible. Before activating the submit button the clarity of the document may be ensured by taking out a sample copy. In the e-procurement tendering system the bidder is required only to submit the required informations as per bid document instead of submitting the entire technical bid document. The “online” bidder shall digitally sign on all statements, documents, clarifications uploaded by him owning responsibility for their corrections / authenticity. If any of the information furnished by the bidder is found to be false / fabricated / bogus, the bidder will be black listed and his EMD / Bid Security forfeited.
- 2.2 The information's required as per bid documents may be provided in the specified format annexed to the bid document.
- 2.3 Contractors are not required to write their name on the outer cover containing the bid documents. They are only required to write the name of the work and authority who had issued the tenderers. The tender shall not be taken into consideration and item of which no rate has been entered will not be paid for by the employer when executed and shall be deemed covered by the other rates and prices in the Bill Quantities.
- 2.4 If the intending tenderer is an individual, the documents shall be signed by the individual above his full type written name and current address.
- 2.5 If the intending tender is a proprietary firm it shall be signed by the proprietor above his full name and with his current address.
- 2.6 If the intending tenderer is a firm in partnership it shall be signed by a partner holding the power of attorney for the firm in partnership in which case a certified copy of power of attorney shall accompany in the pre-qualification documents.

- 2.7 If the intending tenderer is a limited company or Corporation, it shall be signed by a duly authorized person holding the power of attorney in which case certified copy of power of attorney shall accompany.
- 2.8 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.
- 2.9 As the period of execution is **Six Calendar Months** so **there is no provision of payment of escalation** as per details given in Clause-32 (a) of Condition of Contract. As such the increased cost on cement, rod & bitumen will be considered.
- 2.10 The agency will install display board mentioning information about the work at worksite after drawl of the agreement at his own cost.
- 2.11 The tender documents duly filled in and signed by the intending tenderer should be submitted in on-line through prescribed website only.

3. **Opening of Tender Documents.**

The tender documents **will be opened on dated 03.08.2026 at 10.30 A.M** in Office of the Superintending Engineer, Earth Dam Division, Chitrakonda by the Superintending Engineer, Earth Dam Division, Chitrakonda in the presence of tenderers or their authorized representative, who wish to be present.

4. Submission of bids through E-Procurement portal, the bidder shall upload the scanned copy/copies of Licence, Vat clearance, Pan card, Affidavit regarding authenticity of documents & No-relation ship certificate/Statement there of in the affidavit. The on line bidder shall have to produce the original documents in support of scanned copies & statements up-loaded in the portal to the Executive Engineer, Earth Dam Division, Chitrakonda before opening of Bid.

(b) A class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Odisha. The contractor shall pay to the Engineer personnel monthly emoluments, which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Odisha. The Engineer-in-Chief (Civil), Odisha may however assist the contractor with names of such unemployed Graduate Engineers and Diploma Holders if such help is sought for by the contractor. The names of authority along with the tender as to who would be supervising the work. Each bill of the Super class, Special Class or 'A' Class Contractor shall be accompanied by an employment Roll of the Engineering personnel together with a certificate of the Graduate Engineer or Diploma Holder so employed by the contractor to the effect that the work executed as per the bill has been supervised by him. (Vide Works Department No. Codes M-22/91-15384 dated 9.7.1991). The required certificate is to be furnished in the proforma contained in a separate sheet vide Schedule-B

(c.) Sub-contractors experience and resources shall not be taken in to account in determining the bidder's compliance with the qualifying criteria.

5. **Final Decision making authority**

The competent authority reserves the right to accept or reject or disqualify any of the tender of pre qualification without assigning any reasons and its decision shall be final.

6. **Further Clarification**

The **Superintending Engineer, Earth Dam Division, Chitrakonda & Concerned Assistant Executive Engineer of above mentioned work** and may be contacted during office hours on any working days for any further clarification.

7. Odisha Bridge & Construction Corporation Ltd. will be allowed price preference upto 3% over the lowest quotation or tender laid down in Works & Transport Department Resolution No.- 285, dtd. 17.04.1974. The Odisha Construction Corporation will be allowed a price preference to the extent up to 3% over the lowest tender amount (where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.
8. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the Govt. of Odisha harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the work. Also no claim shall be entertained for loss due to 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 site order book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in this book by the PWD Officer-in-Charge with their dated signatures and duly noted by the contractor or his authorized agents with their dated signature. Orders entered in this book and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the Department. The site order book shall be the property of the PWD and shall not be removed from the site of work without written permission of the Engineer (Executive Engineer) and to be submitted to the Engineer-in-Charge every month.

FORM – A

STRUCTURE AND ORGANISATION

Name of Tenderer.

Nationality of Tenderer.

Office Address.

Telegraphic Address

Telephone No :

Mobile No :

Telex Number

Location of establishment

The tenderer is

1. An individual
2. A proprietary firm.
3. A limited company or limited corporation
4. A member of a group of companies (If yes, give names, address and present description of other companies.)
5. A subsidiary of large organization
(If yes, give names, address of the present organization)
6. If the company is subsidiary, state what involvement if any, will the parent company have in the project.

Attach the organization chart showing the structure of the organization including the names of the Directors position of officer.

7. Number of year of experience
 - a. As a prime contractor
 - I. In own country
 - II. Other country (specify country)
 - b. In a Joint venture
 - I In own country
 - II Other country (specify country)
8. Name of the address of any associates the tenderer has in India who are knowledgeable in the procedure of customs, immigration takes and other information necessary to do work.
9. How many years has your organization been in business under your present name?
Add what were your fields were and when you established your organization. When did you add new field (if any)?

10. Were you ever required for suspending construction for a period of more than six months continuously after you started? If so, give the names of project and reason of failure.
11. Have you ever not completed any work awarded to you? If so give name of project and reasons for not completing the work .
12. In how many projects were imposed penalties for delay? Please give details.
13. In which fields of Civil Engineering construction do you claim specialization and Interest.
14. Give details of your experience in modern concreting / Earth work and quality control.
15. Give details of your material testing laboratory.

Signature of tenderer

ANNEXURE –A

(AFFIDAVIT)

(To be submitted in original in legal stamp paper)

1. The undersigned hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certificates that neither our firm M/s_____ nor any of its constituent partners have abandoned any road/bridge/irrigation/Buildings or other project work in India nor any contract awarded to us for such works have been rescinded during the last five years prior to the date of this bid.
2. The undersigned hereby authorised and request (s) any bank, firm or Corporation to furnish pertinent information as deemed necessary and as requested by the Department to verify this statement or regarding my (our) competency and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the Department.

(Signed by an Authorised Officer of the firm)

Title of Officer
Name of Firm
Date:

CERTIFICATE OF NO-RELATIONSHIP

I/We hereby certify that I/We am / are not related to any officer of P.W.D. of the rank of Asst. Engineer and above and any officer of the rank of Asst. Secretary and above in the W/R Deptt. I/ We am/are aware that if the facts subsequently proved to be false my/our contract will be rescinded with for feature of EMD & security deposit and I/We shall be liable to make good the loss or damage resulting from such cancellation.

Signature of Contractor

Address _____

Date: _____

SECTION – 3
GENERAL RULES & DIRECTIONS

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 by contract will be notified in a form of invitation to tender pasted through Govt. web site www.tendersOdisha.gov.in

This notice will state the work to be carried out, the items and approximate quantities thereof as well as the date for submitting and opening tenders also the amount of earnest money to be deposited and the amount of the security deposit by the successful tenderer and the percentage if any to be deducted from bills. Copies of the specifications, designs and 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 open for inspection by the contractor at the office of the Sub-Divisional Officer/Superintending 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 Departments and their issue rates shall be filled in and completed in the office of the Sub-Divisional Officer/Executive Engineer before the tender form is issued if a form is issued to an intending tender 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%.
6. Any person who submits a tender shall fill up the usual printed form stating at what rate he 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 contain any other conditions of any sort, or omit to note the time within which the work can be finished or which are not accompanied by a treasury Challan for the required earnest money will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more work shall submit a separate tender for each tender. Tender shall bear the name of the work to which they refer written outside the

envelope, cash deposited for earnest money therein before mentioned shall be made in Government treasuries and the Challan thereof should be enclosed with the tender.

7. The Engineer-in-charge 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. In the event of tender being rejected the Challan for the earnest money forwarded therewith shall thereupon be returned to the tenderer with pay order for the amount of the earnest money.
8. The Engineer-in-charge 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 there upon sign copies of the specification and other documents with the tender. The tenders to the selected tenderer 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-in-charge may reject the tender.

If the Engineer-in-charge 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-in-charge who is competent to accept the same. If the said Engineer-in-charge 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 in cash in any treasury and shall forward the Challan to the Superintending Engineer. Government securities may be endorsed to the Superintending Engineer in lieu of cash deposit of the required amount of the security money. No tender shall be finally accepted until the required amount of the security money has been deposited.
11. The amount of security money to be deposited by the tenderer whose tender is selected for acceptance shall be 2% of the estimated value of the work and towards this amount the earnest money already deposited by him shall be credited. At least half of this security inclusive of the earnest money shall be deposited the tenderer within such time as may be notified to him in writing by the officer opening the tender, failing which tender shall be liable to rejection.

Any balance of the security money outstanding after completion of the contract with the tenderer may be made up by deduction of 5% of the amount of each payment to be made to him under clause 7 of the condition of contract for work done 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-in-charge shall scrutinize a pages of the form of item, Rate Tendered 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 to 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 Executive Engineer under whom he has executed the work in order to judge their past performance (vide Works Department Circular No. 15443 dt. 01.08.2005.)
14. The earnest money deposited is liable to be forfeited to Govt. if the tenderer backs out from the offer before acceptance of the tender by the competent authority.
15. T.D.S (Tax Deducted at Source) towards VAT will be deducted at the rate prescribed in the Odisha Value Added Tax (Amendment) ordinance 2005 & as amended from time to time.

TENDER FOR WORKS

I / We hereby tender for the execution for the Government of Odisha for the work specified in the under written memorandum at the rates specified therein a period of **Six Calendar Months** from the date of written order to commence and in accordance in all respects with the specifications designs and other documents referred to in rule. I 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 condition so far as applicable.

MEMORANDUM

- | | | |
|---|--|--|
| a) If several sub-works are included they should be detailed in a separate sheet. | (a) Name of Work : | Repair and Renovation of office building of Earth Dam Division, Chitrakonda for the year 2026-27 (Roof sheeting) |
| | (b) Amount put to tender : | Rs. 1381107/- |
| | (c) Agreement Amount : | |
| | (d) Name of the Agency : | |
| | (e) E.M.D : | |
| d) This deposited will be 2 percent of the estimated cost of the work. | (d) i) Initial security deposited (including earnest money) to be deposited before the commencement of the work. | : 2% (Two percent) of the Agreement Value) |
| | ii) Additional performance security deposit : | To be furnished as per actual requirement after evaluation of tender. |
| e) This percentage from bills will be credited to the contractor's security | (e) Security deposit to be deposited from the work bill of contractor. | : 3% (Five percent) of the gross amount of bill. |
| | (f) Time required for the work from date of written order : | Six Calendar Months only |
| | (g) Date of written order to commence : | |
| | (h) Total item of work tendered for : | 05 (Five) Items only |

Nature of
contractor
before
submission of
tender

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

Dated theDay of2021

Signature of
witness to one
tender's
signature

Witness :

Address:

CONTRACTOR

Signature of
Officer by
whom
accepted

The above tender is hereby accepted by me on behalf of the Government of Odisha.

Dated theDay of2021

**Superintending Engineer,
Earth Dam Division,Chitrakonda.**

Agreement No.....P1 Certified that this agreement containsPages only
(Schedule XLV-Form No.-61)

**Superintending Engineer,
Earth Dam Division,Chitrakonda.**

SECTION – 4
CONDITION OF CONTRACT

CONDITIONS OF CONTRACT

Clause-1: All compensation or other sums of money payable by the contractor of Government under the terms of his contract may be deducted from or paid by, the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due or may become due to the contractor by Government on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by, sale 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 $\frac{1}{2}$ 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 Executive 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 as 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 on the estimated cost of the work as shown in the tender.

The work should not be considered finished until such date as the E.E. shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by E.E. or his authorized agents are fully complied with by the contractor to the E.Es satisfaction.

(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 once on or deducted by installments) the Superintending 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.

Action when whole security
deposit is forfeited

- i) To rescind the contract (of which rescission notice in the 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) To employ labour paid by the Public Works Department and to supply materials to carry out the work or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which the cost and price certificate of the Superintending Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done. In all respects in the same manner and at the same rate as if it had been carried out by the contractor under the terms of his contract, the certificate of the Executive Engineer as to the value of work done shall be final and conclusive against the contractor.
- iii) To measure of the work of the contractor and to take such part of the work of the contract as shall be in executed out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the some which would have been paid to original contractor. If the whole work had been executed by him (of the amount of which expect the certificate in writing of the Superintending Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Government under the contract or otherwise or from his security deposit or the proceeds of sale thereof or a sufficient part thereof.

In event of any of the above courses being adopted by the Superintending Engineer the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work there of for actually performed under this contract. Unless and until the Superintending Engineer shall have certified in writing the performance of such work and the value table in respect thereof and he shall only be entitled to be paid the value of so certified.

- iv) Security deposit of the contractor shall be refunded only twelve months 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 3 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 in the event any further here of and such powers shall not with standing be exercisable in the event of any future case 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 Executive Superintending Engineer putting in force the powers vested in 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

Contractor remains liable to repay compensation if action not taken under clause –6
Power to take possession of or require removal of or sell contractors plants

applicable, at current market rates to be certified by the Superintending Engineer whose certificate thereof shall be final, otherwise the Executive Engineer may be noticed in writing to the contractor or his clerk of the works, foreman or other authorised agent require him to remove such tools, plants, materials, or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the 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.

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

Extension time

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 Executive 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 Public Works Department in accordance with the rules of the department whose measurements shall be binding and conclusive against the contractor, if the contractors shall fail to comply with the requirements of this clause as to removal of scaffolding surplus materials and rubbish and cleaning off dirt on or before the date fixed for work, the Engineer-in-charge may at the expense of the contractor remove such scaffoldings 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 cum actually realised 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 utilisation of a portion of the, completed in no way interferes with the progress of a rest of the work the same may be occupied or utilised by or 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 6 months from the date of completion of the whole work provided that the contractor will not be allowed any connection 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 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.

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

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 erected, 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 affect the contract.

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

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 price 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 or 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 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 - 9(a): "If a contractor removes any material 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 - 9(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 thereof, 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-5.

Clause - 10: 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, full and faithfully to the designs, and 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 expense to make or cause to be made copies of the specification, and of all such designs, drawings and instructions as aforesaid.

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

Clause-11: The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings, designs and instructions that may appear to him necessary and advisable during the progress of work, and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not invalidate the contract, and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which 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 on the schedule of rates of the district then the contractor shall within seven days of the date of his receipt of the order to carry out the work inform the

Extension of time in consequence of alterations.

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.

No deviations from the specification stipulated in the contract or 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 the aforesaid period.

Provided always that if the contractor shall commence work or incur any expenditure in regard thereof before the rates shall have been determined as lastly herein before mentioned, in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the 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 Superintending Engineer, Earth Dam Division, Chitrakonda will be final.

Clause-12: If at any time after the commencement of the work the Government of Odisha shall for any reason whatsoever not required the whole thereof as specified in the tender to be carried out the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alterations having been made in the original specification drawings, designs and instruction which shall involve any curtailment of work as originally contemplated.

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

Clause-13: If it shall appear to the Engineer-in-charge or his sub-ordinate-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

Action and compensation payable in case of the work.

others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

Clause-14: All work 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 subordinate to visit the works shall have been given to the contractor either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for the 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-15: 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 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 of the materials with which same was executed.

Notice to be given before
work is covered up.

Clause -16: If the contractor or his work people, or servants shall break, deface injure or destroy any part of a building in which they may be working or any building, road, fence, enclosure, or grass land or cultivated ground continuous to the premises on which the work of any part of it is being executed or if any damages shall happen to the work while in progress, from any cause whatever or any imperfection became apparent in it within six months from the date of final certificate of its completion shall have been given by the Engineer-in-Charge, as aforesaid the contractor shall make the same 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 liable for damage
done and for imperfection for
3 months after certificate

Clause -17 : 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 -charges stores), Plant, tools, appliances, Implements, ladders, cordage, tackle scaffolding and temporary works requisite or proper for the proper execution of the work whether original, altered or substituted, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not 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 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

Contractor to supply plant,
Ladders, Scaffolding etc.

And is liable for damages
arising from non provisions of
lights fencing etc.

protect the public from accident, and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law 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 or the contractor be paid to compromise any claim by any such person.

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

The contractor shall not employ for the purpose of this contract any person who is below the age of fourteen 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.

Explanation - Fair wages means wages whether for time of piece work prescribed by the State P.W.D. provided that where higher rates have been prescribed under the minimum wages Act. 19-18 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 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 fourteen years and to refuse to allow any labourer whom he decides to be below the age of fourteen years to be employed by the contractor.

Clause-19: The contractor 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 so to do or become insolvent or commence any insolvency, proceedings or make any composition with his creditor or attempt so to do or if any bribe, gratuity, gift, loan, perquisite reward, or advance, 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 employ of Government in any way relating to his office employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the 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 3 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-20: All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

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

Clause-21: 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 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 3 hereof, and in addition the contractor shall not be entitled to recover or be paid for any works therefore actually performed under the contract.

Clause-22: All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintending Engineer, Earth Dam Division, Chitrakonda for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Clause-23: DELETED.

Clause-24: When the estimate on which a tender is made includes lump sums in respect of parts of the work the contractor shall be entitled to payment in respect of the Items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may by 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 estimates

Clause-25: 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.

Clause -26 : The expression "work" or "work" where used in these conditions shall, unless there be something either in the subject or context repugnant to such construction, be construed, and taken to mean the works by or by virtue of the contract contracted to be executed, whether temporary or permanent, and whether original, altered, substituted or additional.

Clause - 27: 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 VII of 1923 to any workman employed in course of execution of any part of the work covered by these contract.

Clause -28: That the purpose of jurisdiction in the event 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 -29: The department will have the right to inspect the scaffolding and centering made for the work and can reject partly or fully such structure if found defective in their opinion.

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

Clause -30(a): The contractor shall bear all taxes including sales tax, Income tax, royalty, fair-weather charges and tollage, where necessary.

Clause -31(a)(i) REIMBURSEMENT/ RECOVERY DUE TO VARIATION IN PRICES OF MATERIALS OTHER THAN (STEEL, CEMENT, BITUMEN, PIPES & P.O.L)

If during the progress of the work the price of any materials (Excluding the cost of steel, cement, bitumen & P.O.L) incorporated in the work (not being materials supplied from the Engineer-in-charge's store) in accordance with clause there of increases or decreases a result of increase or decrease in the Average wholesale price index (all commodities), and the contractor there upon necessarily and properly pays in respect of that materials incorporated in the work such increased or decreased price, then he shall be entitled to reimbursement or liable to refund, quarterly as the case may be, such an amount, as shall be equivalent to the plus or minus difference of 85% in between the average wholesale price Index (all commodities) which is operating for the quarter under consideration and that operated for the quarter in which the bid was received (last date of receipt) as per the formula indicated below provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to him. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get price escalation on the above materials on the value of works executed during the extended period.

This clause will be applicable to the contracts where original stipulated period of completion is more than 18 months.

In the situation where the period of completion is initially stipulated in the agreement as less than 18(eighteen) months but subsequently the completion period has been validly extended on the ground that the delay in completion is not attributable to the contractor and in the result the total period including the extended period stands more than 18(eighteen) months or more, price escalation for other materials is admissible only for the remaining period excluding 18(eighteen) month there from.

Formula to calculate the increase or decrease in the price of materials:

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

$$V_m = 0.85 \times P_m / 100 \times R \times (M_i - M_o) / M_o$$

V_m = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates of materials other than cement, steel, bitumen, pipes and POL.

R = Value of work done during the quarter under consideration excluding the work executed under extra items if any at prevailing schedule of rate / derived rates.

M_o = The all India wholesale price index (all commodities) prevailed during the quarter of last date of receipt of bids (as published by the Economic Adviser to govt. of India, Ministry of Industry and commerce, New Delhi).

M_i = The all India wholesale price index (all commodities) for the quarter under consideration as published by Economic Adviser, Govt. of India, Ministry of Industry and commerce, New Delhi. In respect of the justified period extended for completion of the work, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered.

P_m = Percentage of material component (other than cement, steel, bitumen, pipes and POL) of the work, as indicated in clause-31(d) below.

Clause –31(a)(ii) REIMBURSEMENT /RECOVERY OF DIFFERENTIAL COST DUE TO VARIATION IN PRICES OF PRINCIPAL MATERIALS (STEEL, CEMENT,BITUMEN AND PIPES NOT ISSUED BY DEPARTMENT) AFTER SUBMISSION OF TENDER:

If after submission of the tender, the prices of steel, Cement, Bitumen and pipes (not being supplied by the Department) increases / decreases beyond the price(s) prevailing at the time of the last date for submission of tenders including extension for the work, the contractor shall be eligible to get differential cost due to such hike on the value of works executed during the stipulated period and during the extended period when the reason of delay in completion of the work is not attributable to the contractor. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get price variation on the above materials on the value of works executed during the extended period.

Reimbursement in case of differential cost due to increase in price of cement, steel, bitumen and pipes are to be made by the Superintending Engineer with prior approval tender accepting authority subject to following conditions:

- 1) Contractors have to submit the vouchers showing procurement of different materials from authorized dealers for the said work.
- 2) Differential cost will be allowed only for the works which are progressed as per the approved work programme/ revised work programme duly approved by the Engineer in charge.

Recovery incase of decrease in prices of cement, steel, Bitumen and Pipes shall be made by concerned Executive Engineer from the contractor immediately.

The increase / decrease in prices of cement, steel, Bitumen and Pipes for reimbursement / recovery shall be determined as follow.

a) Adjustment towards differential cost of cement

$V_c = (C_i - C_o) / C_o \times \text{Actual quantity of cement utilized in the work during the quarter under consideration} \times \text{base price of cement as prevailing on the last stipulated date of receipt of tender including extension, if any.}$

V_c = Differential cost of cement i.e amount of increase or decrease in rupees to be paid or recovered.

C_i = All India Wholesale price index for cement for the quarter under consideration published by Economic Adviser, Govt. of India, Ministry of Industry and Commerce , New Delhi.

C_o = All India Wholesale price index (as published by Economic Adviser, Govt. of India, Ministry of Industry and Commerce, New Delhi) for cement as prevailing on the last stipulated date of receipt of tender.

b) Adjustment towards differential cost of steel

$V_s = (S_i - S_o) \times \text{Actual quantity of steel utilized in the work during the quarter under consideration}$

V_s = Differential cost of steel i.e amount of increase or decrease in rupees to be paid or recovered.

S_i = Cost of the steel as prevailed during the period under consideration as fixed by Steel Authority of India.

S_o = Base price of steel prevailing as on the last date of submission of tender including extension, if any.

c) Adjustment towards differential cost of Bitumen.

$V_b = (B_i - B_o) \times \text{Actual quantity of Bitumen utilized in the work during the quarter under consideration.}$

V_b = Different cost of Bitumen i.e amount of increase or decrease in rupees to be paid or recovered.

B_i = Average cost of Bitumen prevailed during the period under consideration as fixed by IOCL / BPCL / HPCL.

B_o = Base price of bitumen as prevailing on the last date of receipt of tender including extension, if any.

d) Adjustment towards differential cost of pipes.

$$V = 0.85 \times P_p / 100 \times R (P_i - P_o) / P_o$$

V_p = Differential cost of pipe i.e amount of increase or decrease in rupees to be paid or recovered during the quarter under consideration.

P_p = Percentage of pipe component of the work as indicated in the clause 31(d)

R = Value of work done during the quarter under consideration excluding the value of work executed under extra items, if any, at prevailing schedule of rates or derived rate.

P_i = All India Whole sale price index for the period under consideration as published by Economic Adviser, Govt. of India, Ministry of Industry and Commerce, New Delhi, for the type of pipe under consideration.

P_o = All India Wholesale price index (as published by Economic Advisor, Govt. of India, Ministry of Industry and commerce , New Delhi) as on the last stipulated date of receipt of tender including extension, if any, for the type of pipe under consideration.

Clause –31(b) REIMBURSEMENT / REFUND DUE TO STATUTORY RISE IN COST OF MINIMUM WAGES BY GOVERNMENT:

If after submission of the tender, the wages of labour increases or decreases as a direct result of the coming into force of any fresh law, or statutory rule or order beyond the wages prevailing at the time of the last date of submission of tenders including extensions, the contractor shall be eligible to get escalation due to such hike on the value of works executed during the stipulated period and during the validly extended period when the delay in completion is not attributable to the contractor. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get escalation on labour on the value of works executed during extended period.

The contractor shall, within a reasonable time of his becoming aware of any alternation in the price of any such wages of labour, give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in a position to supply. Engineer-in-charge may call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of wages and actual payment thereof. For this purpose, the labour component of the work executed during period under consideration shall be the percentage (as specified in table below) of the value of work done during that period and the increase / decrease in labour shall be considered on the cost of minimum daily wages of any unskilled labourers, fixed by the Government of Odisha under Minimum wages act.

The Compensation or escalation for labour shall be worked out as per the formula given below:

$$V_i = 0.85 \times P_i / 100 \times R \times (L_i - L_o) / L_o$$

V_i = increase or decrease in the cost of work during the quarter under consideration due to changes in rates of minimum wages.

R = Value of work done during the quarter under consideration excluding the work executed under extra items if any at prevailing schedule of rate / derived rates.

L_o = The minimum wages for labour as notified by State Government, as prevailing on the last stipulated date of receipt of tender including extension, if any.

L_i = The minimum wages for labour as notified by State Government & as prevailed on the last date of the quarter previous to the one under consideration. In respect of the justified period extended, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to stipulated date of completion of the minimum wage prevailing on the last date of the quarter previous to the one under consideration, whichever is less, shall be considered.

P_i = Percentage of labour component of the work, as indicated in clause 31(d)

Clause –31(c) REIMBURSEMENT / REFUND DUE TO VARIATION IN PRICES OF P.O.L

Similarly, if during the progress of work the prices of Diesel, Petrol, Oil and Lubricants increases or decreases as a result of the price fixed there of by the Government of India and the contractor thereupon necessarily and properly pays such increased or decreased price towards Diesel, Petrol, Oil and Lubricants used in the execution of the work, then he shall be entitled to reimbursement or liable to refund, quarterly, as the case may be such an amount as shall be equivalent to the plus or minus difference of 85% in between the price of P.O.L, which is operating for the quarter under consideration and that operated for the quarter of last date of receipt of bids as per the formula indicated below provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to him. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get price escalation on POL on the value of works executed during the extended period.

Formula to calculate the increase or decrease in the price of P.O.L

$$V_f = 0.85 \times P_f / 100 \times R \times (F_i - F_o) / F_o$$

V_f = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for P.O.L.

P_f = Percentage of P.O.L component of the worm, as indicated in clause-31 (d) below

R = Value of work done during the quarter under consideration excluding the work executed under extra items if any at prevailing schedule of rate / derived rates.

F_i = All India Wholesale price index for Fuel, Oil & Lubricant (High Speed Diesel) for the quarter under consideration as published by Economic Adviser, Govt. of India, Ministry of Industry and Commerce, New Delhi. In respect of the justified period extended, the rates prevailing at the time of stipulated date of completion or the prevailing rates of the period under consideration, whichever is less, shall be considered.

F_o = All India Wholesale price index for Fuel, oil & lubricant (High Speed Diesel) as prevailing on the last stipulated date of receipt of tender including extension, if any.

Clause –31(d) The following percentage will govern the price adjustment for the entire contract for different types of works as applicable given in the following table:

Percentage Table

SL. NO	Category of works		% component (cost wise)		
			Labour (P _i)	POL (P _f)	STEEL + CEMENT + BITUMEN + OTHER MATERIALS*
1	R & B works (% of component)	Road works	5	5	90
		Bridge works	25	5	70
		Building works	25	-	75
2	Irrigation works (% of component)	Structural work	20	5	75
		Earth, Canal & Embankment work	25	10	65
3	P.H. WORK	Structural work	25	5	70
		Pipeline Work	5	-	Pipe 70% * Other material -25%
		Sewer Line	10	-	Pipe -70% * Other material -20%

* Note:- Further break up may be worked out considering the consumption of cement, Steel, Bitumen and pipe in the concerned works for the period under consideration.

Clause –31(e): APPLICATION OF ESCALATION CLAUSE:

- (i) The contractor shall for the purpose of availing reimbursement / refund of differential cost of steel, bitumen, cement, pipe, POL and wages, keep such books of account and other documents as are necessary to show that the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of Government and further, shall at the request of the Engineer-in-charge, furnish documents to be verified in such a manner as the Engineer-in-charge may require any document and information kept. The contractor shall within a reasonable time of 15days of his becoming aware of any alternation in the price of such material, wages of labour and / or price of P.O.L give notice thereof to the Engineer-in-charge stating that the same is given pursuant to this condition alongwith information relating there to which he may be in a position to supply.
- (ii) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The first such payment shall be made at the end of three months after the month (excluding the month in which tender was accepted) and there after at three months interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.

Clause -32: After the work is finished all surplus materials and debris are to be removed by the contractor and preliminary works such as vats, mixing platforms, etc. are to be dismantled and all materials removed from the site.

FAIR WAGE CLAUSE

Clause -33 (a) The Contractor shall not employ for the purpose of this Contract any person who is below the age of fourteen years and shall pay to each labourer for work done by such labourer's fair wages.

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

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 regulations made by Government in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage register, wage cards 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 Executive 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 to the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers non-payment of wages or of deductions made from his or their wages, which are not justified by their terms of the contract or non observance of the regulations. Money so deducted should be transferred to the workers concerned.

e) Vis-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 branch thereof shall branch of this contract.

Clause -34 : The royalty of materials will be recovered from the work bill as detailed below. Royalty charges of materials will be recovered as per prevailing rate and amendments received from time to time.

Clause -35: Amount. Specified may vary and the work will be taken up as per availability of funds No claim what-so-ever in this regard will be entertained.

Clause-36: (a) The earth work quantity will be assessed from cross section taken at suitable intervals as decided by the Superintending Engineer, Earth Dam Division, Chittrakonda initial levels will be taken with reference to bench marks, which should be kept at site till finalization of their contract. The initial cross section papers should be signed by both the parties before starting earth work. The final cross section of the embankment in filling reaches when finished to designed section will be taken for each portion of embankments and plotted over the initial level section to ascertain the final quantity to be arrived by deducting necessary settlement allowance. The measurement for earth work should be at 30 M or at closer grid.

(b) Stone to be excavated shall be measured in solid normally, but if the site condition do not permit solid measurement as assessed by the Engineer-in-Charge due to a mixture of various rock 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 % minimum 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 tender.

(c) Rubble stones, boulders, rough stones, soling stones are measured by volume of closely packed stacks $\frac{1}{6}^{\text{th}}$ volume for voids shall normally be deducted from closely packed sacks percentage of void shall be determined an actual observation and deducted.

(d) 12 $\frac{1}{2}$ voids shall be deducted from metal and moorum stacks. The box of size 1.5m X 1.5m X 0.5 m to 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.

Clause-37: Curing of all cement works will be done by the contractor as per instruction of the Engineer-in-charge at his own cost.

Clause-38: 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.

Clause-39: (a) The contractor should keep himself in constant touch with the Engineer-in-charge for smooth execution of work and arrange for adequate labourer depending on the work load and working place available. No claim for idle labour on any account will be entertained.

(b) The contractor is fully responsible for safe guard of the Govt. property entrusted to him.

Clause-40: No extension of time shall be allowed to the contractor, however it may be considered in case of exigencies like natural calamities only. The extension of time may be allowed if authority feels necessary. But no claim for monetary compensation will be entertained under any circumstances.

Clause-41: After completion of the work the contractor shall arrange at his own cost all requisite equipments and labour for testing the work and bear the entire cost of such test.

Clause-42: All correspondence with the tenderer will be made through post in the address given in the tender. The tenderer must mention in the tender, his correct postal address where letters can be delivered to him. The department will not held responsible for non-receipt of any letter by the tenderer either for wrong address given by him or for his absence from the given address.

Clause-43: Any jungle clearance needed for borrowing earth beyond the toe of the embankment beyond the excavation limits is the responsibility of the contractor and no extra payment will be made.

Clause-44: Earth work beyond the theoretical designed will not be paid for.

Clause-45: Construction of coffer dams or islands or the works of open excavation or dressing required for construction of structure and approach drain should be included in the rates.

Clause-46: The contractor should take all precautions to protect the structures from flood damages at his own cost during the period of execution. Damages if any caused by the probable flood during monsoon till completion and handing over of entire work will be made by the contractor at his won cost.

Clause-47: By submitting a tender for the tenderer 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 his 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, octorai 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 rates Govt. 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 understood clearly 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.

Clause-48: It shall be distinctly understood that it is entirely the responsibility of the contractor to make such arrangement as may be required from time to time to protect the men, machinery, materials and the work under progress and work for which the measurements were recorded and a payment made.

Clause-49: The embankment slopes and banks will be maintained by the contractor till the final payment is made and any rain cuts, sides settlements that would occur should be made good by him at his own cost without any claim.

Clause-50: (a) There will not be any compensation or extension of time granted for 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 sanctions of extra time.

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

Clause-51: The contractor shall be responsible for compensation of any at his workman under workman's compensation Act.

Clause-52: In case of down loaded tenders received with any addition, alternation & deletion, the approved tender document available with the Executive Engineer is binding.

Clause-53 : The terms and condition of the agreement have been read-explained to me and certify that clearly understand them.

Clause-54 : The terms and conditions of the agreements have been read / explained to me and Certify clearly understand them.

Odisha P.W.D. Electricity Department Contractor's Labour Regulations.

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

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 Works 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.

- (a) Before he commence 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, notice in English and in the local Indian language spoken by the majority of the workers, giving the rate of wage prescribed by the State Public Works Department/Electricity Department for the district in which the work is done.
- (b) Send a copy of such notice 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 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 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 wage period.
 - (d) Total amount payable for the work during each wage period.
 - (e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
 - (f) Wage actually paid for each wage period.
- (2) The contractor shall also maintain a wage card for each worker employed on the work.
- (3) The Executive 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 wages 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) Deductions 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 of showing cause against such fines or deduction.
- (3) The total amount of fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to five paise in 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 made.
- (2) The contractor shall maintain a list in English and in the local Indian language clearly defining acts omissions for which penalty or fine can be imposed. It shall display such list and maintain it in clean and eligible condition in conspicuous places of the work.

9. Preservation of register:-

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

10. Power of Labour Welfare Officers to make investigation or 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 these regulations. He shall investigate into any complaint regarding default made by the 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. It may be to which the default has been committed with a note that necessary deduction from the contractors bill be made and the wages and the other dues be paid to the labour concerned.

12. Appeal against the decision of Labour Welfare Officers:-

Any person aggrieved by the decision and recommendation of the Labour Welfare Officer or their 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 or effect of these regulations, the decision of the Labour Commissioner or any other person authorised by the Government of Odisha in that behalf shall be final.

SECTION – 5
TECHNICAL SPECIFICATION

TECHNICAL SPECIFICATION

1. EARTH WORK

The contractors shall execute the work to the lines, grade and section as per drawing and in accordance with the specification and relevant clause / clauses of relevant Indian Standard Codes unless otherwise specified. Construction of all approaches and haul roads and their maintenance shall be the responsibility of the contractor. The contractor shall ensure good workmanship and quality and shall ensure besides other aspects fulfillment of the following specified requirements to the satisfaction of the Engineer.

FLOOD EMBANKMENT

BORROW AREA

- i) Earth shall be used from borrow areas located at a distance of not less than 10h or 30m, whichever is greater from the toe of the embankment where 'h' is the height of embankment.
- ii) Borrow areas shall be stripped of top soil and cleared of stumps, roots, bushes, rubbish and other objectionable materials.
- iii) Soils of approved quality, to the satisfaction of the Engineer-in-charge shall be used which shall be free from muck, rubbish, silt and cobbles of size larger than 75mm.
- iv) Watering of borrow area shall be done wherever necessary after taking moisture content test.
- v) Borrowing of earth is responsibility of the contractor at his own cost and risk.

1.2. METHOD OF EXECUTION

- i) Contactor shall reconstruct / rehabilitate the embankment to the section and grade level as per drawing supplied to him to full satisfaction of the Engineer-in-charge.
- ii) All trees, bushes, roots and other vegetation from the base of the embankment shall be removed.
- iii) The base of the portion of the embankment to be rehabilitated shall be stripped to a depth of 20cm and roots and other vegetation shall be removed. All holes/ hollows produced by digging shall be carefully up with earth and well rammed.
- iv) The longitudinal slopes of the existing damaged embankment shall be cut to the slope not steeper than 1:4 and the surface so prepared shall be scarified and made loose for a depth of 15cm before laying of soil. Watering of scarified surface shall be done. The damaged side slopes of the bank shall be benched in convenient steps of depth not more than 30cm for proper bonding of the freshly laid soil with the old embankment.
- v) The earth fill shall be laid in layers of 15cm (canals) to 25cm (other embankments) in depth in such a way that cobbles, gravels not exceeding 7.5cm are well distributed through out the materials and not nested in any position within or under the embankment. Clods shall be broken to 7.5 cm.
- vi) Under the circumstances the embankment shall be widened by materials dumped from the top of the existing embankment.
- vii) Adequate quantity of watering is to be done at the junction of the freshly laid soil with old embankment for proper bonding.
- viii) If initial moisture content in the soil is less than the optimum moisture content, then water shall be sprinkled over the freshly laid layer before compaction.
- ix) Extra earth used for compacting of slopes should be used in the upper layer of embankment.

1.3 METHOD OF COMPACTION BY MECHANICAL MEANS

Where the earthwork is stipulated to be compacted as per drawing and specification, compaction will be done as follows.

1.3.1 Compaction shall be done with appropriate equipment like :

- Fuel operated bed compactors
- Mechanical tampers
- Track chain of tractors
- Playing of dozers / hauling equipments (viz earth moving) equipments over the layers)
- Power rollers.

Choice of equipment shall be governed by the site conditions, nature of job/space etc. and it shall be got approved from the Engineer. Manual compaction by hand held tampers / rammers shall not be allowed except for the earth work in minors or very small sectioned channels.

1.3.2. Embankments

The thickness of compacted layers shall be restricted to 15cm and shall be compacted so as to achieve dry density of at least 95% under optimum moisture content.

Where road is proposed to be constructed over the embankment the top 0.5m of the embankment shall be considered as the sub-grade for the road and shall be compacted to 97% of proctor density.

Soil samples shall be taken from each compacted layer to ascertain the degree of compaction. Also moisture content is to be measured from each layer by taking samples. A tolerance of moisture of moisture content to the extent of +1% of O.M.C. shall be permitted.

1.3.3. Earth work for widening existing road embankment

When an existing embankment and/or sub-grade is to be widened and its slopes are steeper than 1 vertical to 4 horizontal, continuous horizontal benches, each at least 300 mm wide, shall be cut into the old slope for ensuring adequate bond with the fresh embankment/ sub-grade material to be added. The material obtained from cutting of benches could be utilized in the widening of the embankment/sub-grade. However, when the existing slope against which the fresh material is to be placed is flatter than 1 vertical on 4 horizontal, the slope surface may only be ploughed or scarified instead of resorting of benching.

Where the width of the widened portions is insufficient to permit the use of conventional rollers, compaction shall be carried out with the help of small vibratory rollers/plate compactors/power rammers or any other appropriate equipment approved by the Engineer. End dumping of materials from trucks for widening operations shall be avoided except in difficult circumstances when the extra width is too narrow to permit the movement of any other types of hauling equipment.

1.4 EARTH WORK WITHOUT COMPACTION BY MECHANICAL MEANS.

In case of small sections, when the extra width is too narrow to permit the movement of any type of mechanical equipment the earth work shall be compacted by hand held tampers / rammers. Such earth work shall be treated as earth work without compaction. Measurement and payment shall be done accordingly.

1.5 EARTH WORK FOR EMBANKMENT AND SUBGRADE TO BE PLACED AGAINST SLOPPING GROUND

Where an embankment / sub-grade is to be placed against slopping ground, the latter shall be appropriately benched or ploughed / scarified as required in previous clause before placing the embankment / sub-grade material. Extra earth work involved in benching or due to ploughing / scarifying etc shall be considered incidental to the work.

For wet conditions benches with slightly inward fall and subsoil drains at the lowest point shall be provided as per the drawings, before the fill is placed against sloping ground

Where the Contract requires construction of transverse subsurface drain at the cut.-fill interface, work on the same shall be carried out in proper sequence with the embankment and sub-grade work as approved by the Engineer

1.6. EARTH WORK OVER EXISTING ROAD SURFACE

Where the embankment is to be placed over an existing road surface. the work shall be carried out as indicated below

- i) if the existing road surface is of granular or bituminous type and lies within 1m of the new sub-grade level, the same shall be scarified to a depth of 150mm or more if specified, so as to provide ample bond between the old and new material ensuring that at least 500mm portion below the top of new sub-grade level is compacted to the desired density.
- ii) If the existing road surface is of cement concrete type and lies within 1m of the new sub-grade level. the same shall be removed completely.
- iii) If the level difference between the existing road surface and the new formation level is more than 1m, the existing surface shall be permitted to stay in place without any modification.

1.7. SOIL CLASSIFICATION

Soil classification of earth work / material to be used on the rehabilitation of embankment shall be got done on regular basis. The earth should be tested to determine its suitability for embankment construction as per I.S. 12169.

In expansive soil, layer of cohesive non swelling soil shall be provided in beds and sides.

Consolidation of CNS shall be done to 95% of maximum dry density at O.M.C.

In case of lines channels, CNS layer shall be provided of thickness conforming to Indian Standard IS 9451 depending upon the swelling pressure. Guidelines on the thickness of CNS layers (t) as outlines in the table I.S.–9451.

CNS shall be compacted to a minimum density of 95%.

1.8 EARTH WORK NEAR STRUCTURES

Back fill around structure

- Backfill shall be placed to the lines and grades shown in the drawing or as approved by the Engineer.

- Backfill material shall be got approved from the Engineer-in-Charge. It shall contain no stones larger than 75 mm.
- The surface to receive backfilling shall be free from all roots. Vegetation spoil, rubbish, it shall be properly wetted
- Backfill shall be placed In layers of 10cm to, 5cm. having optimum moisture content and shall be compacted with mechanical tampers / pneumatic tampers. .

1.9 SETTLEMENT ALLOWANCE

In the mechanically compacted earth fill, settlement allowance should be provided. Accordingly extra height should be provided taking the settlement into account. The base width of the embankments shall not be increased to maintain the design slopes indicated in the drawings for additional height as settlement allowance, but the following procedure shall be adopted. For un compacted earth fill settlement allowance of 12.5% should be provided.

Settlement allowance shall be calculated at various levels and the elevation including settlement allowance shall be derived keeping the embankment width at the designated levels unchanged: The edges of the embankments at the increased elevation (including settlement) when joined with the point where the slope has changed earlier below, shall give the slope to be adopted for construction.

1.10. MODE OF MEASUREMENT & PAYMENT

The unit price should include arrangement of borrow area, cost of excavation, loading transportation, unloading at site, breaking clods, spreading to proper thickness including\ watering for compaction where necessary.

The unit price shall also include stripping of borrow area, preparation and maintenance of haul road, dressing of side slopes with all other general and incidental operations connected with the work including taxes and royalties.

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

2.0 General Specification

2.1 The enclosed drawing in the bid document gives broad dimensions and outline of the works to be executed through this contract. These drawings may however be revised / modified from time to time and supplementary additional drawing may also be issued as per necessity. During the course of execution there may be changes in dimension, specifications and shape of components. The changes in the drawing can be done without any way deviating the terms of the contract and the contractor is to execute the work as per revised drawings and specifications at the same rate as agreed upon for the work awarded under the original contract. 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 error and omission are discovered where upon the Executive Engineer will prepare revised additional drawings and specifications as may be required to suit the stage of the work.

2.2 Where the drawings are not consistent with the text of the specifications, the text shall govern.

- 2.3 The rates shall be for finished **percentage rate** of works as per description in the schedule of quantities and according to drawings, specification and conditions of the contract. The rates quoted shall be for execution of finished **percentage rate** of work & the specifications of which confirm to the details furnished in the Agreement and provisions in Bureau of Indian Standards and shall include all general and incidental charges which will not be paid separately. Such general and incidental charges are listed in succeeding Para for the convenience of the tenderers but are not exhaustive. Omission of any such items here in but required for delivering finished items of work, shall not be plea, that such items are not covered by the rates quoted.
- 2.3.1. Formation and maintenance of haul roads including river and drainage crossings within the work site is to be made by the contractor at his own cost. The existing approaches and haul roads, if any, under the control of the Department may be made use of but improvement, if required, shall be done by the contractor at his own cost.
- 2.3.2. Labour and material required for the construction of reference points, bench marks, pillars etc. for setting out works shall be at contractors cost.
- 2.3.3. Scaffolding and gangways as and when required for the work will be done by the contractor at his own cost. No additional payment in this regard, will be entertained.
- 2.3.4. The rate includes all leads & lifts.
- 2.3.5. Form work complete includes cost of materials, labour, maintenance, erection and removal.
- 2.3.6. Construction of coffer dam, dewatering of any water, that may accumulate in the areas required for carrying out the items under schedule of quantities, includes the initial dewatering of the pond formed after the formation of coffer dam or any type of cross bund and all seepage that may accumulate in the area before or during construction.
- 2.3.7. Protection of components of work during the rainy season shall be the responsibility of the contractor. The responsibility for the safety of the structure rests, entirely on the contractor and any damages that may occur, has to be made good by the contractor and any damages that may occur, has to be made good by the contractor at his own cost.
- 2.4 The sequence of construction adopted by the contractor shall have to be approved by the Engineer-in-Charge.
- 2.5 The contractor has to make his own design for coffer dam or any type of cross bund required during course of execution. All materials for the coffer dam or cross bund shall be arranged by the contractor at his cost. The contractor shall maintain the coffer dam till completion of the work.

3.0 EARTH WORK EXCAVATION / STONE WORKS

- 3.1. The contractors shall execute the work to the lines, grade and section as per drawing and in accordance with the specification and relevant clause / clauses of relevant Indian Standard codes unless otherwise specified. Construction of all approaches and haul roads coffer dam and de-watering if required and their maintenance shall be the responsibility of the contractor. The contractor shall ensure good workmanship and quality and shall ensure besides other aspects fulfillment of the following specific requirements to the satisfaction of the Engineer- In-Charge.

The work is to be executed as per design, drawing and specifications and direction of the Engineer-in-Charge.

3.2 EARTHWORK

- a) Earth work quantity will be assessed from cross section taken at suitable intervals as decided by the Engineer-in-charge. Initial levels will be taken and recorded in level book with reference to the bench mark which should be kept at site till finalization of the work. The initial of the cross section papers should be signed by both the parties before starting the work. Final level is to be

taken and recorded in level book after completion of the work in all respect and the contractor is to sign the final levels taken in level book as acceptance of final measurement.

- b) Payment for earth in banking by section measurement will be made deducting 17 % (seventeen percent) towards settlement allowance if measurement taken before monsoon.
- c) Earth shall be arranged by the contractor at his own cost for which no extra payment shall be made.
- d) If final measurement of earth will be made after rainy season and after due settlement of earth work minimum settlement allowance for 10 % (ten percent) will be deducted. The higher percentage of settlement allowance if any will be decided on actual observation by the Engineer-in-charge of the work as per its quality and nature of soil.
- e) Earth work measurement taken for filling section after ordinary compaction by PRR, 10% (Ten Percent) deduction will be made towards settlement allowance.
- f) When earth compacted by HRR 17% (seventeen) will be deducted towards settlement allowance.
- g) Earth work beyond the required design section will not be paid for.
- h) Earth work available from cutting will economically be utilized filling.

3.3 SETTING OUT OF WORK

- 3.3.1 Temporary bench marks shall be fixed at every 0.5Km interval connecting permanent bench marks available near major structure site. The Contractor shall establish additional reference Bench marks as may be needed at his own cost for facilitation 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 30cm. (a) x 30cm (b) x 75cm. (d) which shall be mark shall be embedded 55 cm into firm ground and projecting 20cm above the ground. The Bench Mark pillar shall constructed in plain cement concrete of M-10. the pillar shall be well protected from being disturbed. The RL of bench mark shall be conspicuously carved and painted on the pillar.
- 3.3.2 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 center line of the canal and the reference line for all alignments for demarcation purpose shall be laid by dug-belling on the ground.
- 3.3.3. The check profiles shall be located 15meter apart or longer as directed by the Engineer-in-charge to serve as a guide for execution on all slops and steps to the elevations. All important levels and all reference points with respect to bench marks and reference lines shall be fixed and co-related by the contractor as per directions of the Engineer-in-Charges.

4. CLEARING AND GRUBBING

- 4.1.1 The area described or shown on the relevant site plan shall be cleared of all obstructions, loose stones and of all kinds of rubbish. All brushwood shall be cleared and the roots grubbed up. No trees shall be cut down and removed without the instructions of the Engineer-in-Charge. The products of the clearing shall be stacked in such place and manner as may be ordered by the Engineer-in-charge and the ground shall be left in a perfectly clean conditions. All products of the clearing shall be the property of Government and shall be disposed off as per the directions of Engineer-in-charge. All holes of hollows, whether originally existing or produced by digging up roots shall be carefully filled up with earth and leveled off as directed.

4.1.2 DAMAGES BY MONSOON

Damaged due to rain or flood or 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 to the damages rests with the Contractor. No extra cost is payable for such operations and the Contractor shall, therefore, have to take all necessary actions to protect the work during the construction period.

4.1.3 PROCEDURE FOR MEASUREMENT

Before commencement of work, initial levels to indicate existing ground levels shall be taken at 30m. intervals longitudinally along the embankment. The level points transversely along the cross sections shall be maximum at 5m. intervals in flat ground and 1.5-2 M in undulating terrain. The cross sections shall extend beyond the limits of work to a suitable distance and minimum 5M. beyond the toe lines of slopes on both the sides. The intervals stipulated shall be made closer depending on the topography or any stipulation made by the Engineer-in-Charge.

All initial levels shall be recorded in ink in the 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 Engineers and Executive 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 sections shall form the basis of all future measurements and payments. Each dimension shall be measured to the nearest 0.01m. Areas shall be computed to nearest 0.01sqm., volume shall be computed to nearest 0.01 cum.

4.1.4 Disposal of Material

(A) General

All suitable material removed in excavation or as much thereof as may be needed as determined by the Engineer-in-Charge shall be used in the construction of embankments, roadways embankments and for selected bedding material or for backfill around structure. If there is an excess of material in the excavation for any reach it shall be used to strengthen the embankment on either side of the creeks deposited in low areas up hill of the creeks to eliminate trapped drainage or otherwise wasted as directed by the Engineer-in-Charge.

When directed by the Engineer-in-Charge excess material shall also be placed in low areas that may occur adjacent to bridge sites between the O&M Road ramps and the canal bank.

Material removed in excavation and not suitable or required for embankments, backfill or other require earth work. shall be deposited in waste banks on right of way owned by or controlled by the Government as directed by the Engineer-in-Charge.

The spoil obtained from creek excavation which is considered useful by the Engineer-in-Charge shall be fully utilized for the formation of both the banks of the creeks to the required profiles as shown of the earth. The spoil not useful for the banks has to be thrown parallel to the bank and away from it as may be directed by the Engineer-in-Charge during execution to form the spoil bank. In case of deep cutting the spoil shall be so disposed off as not to result in unsightly heaps and shall be leveled and properly dressed. The top of both the finished banks shall slope away from the inner edge with a suitable gradient.

The useful rock obtained from the cutting shall not be mixed with other soils and shall be deposited on the outer slopes of the creek spoil bank. If the rock and the soil are mixed up while depositing at the spoil banks suitable deduction for the agreement rate as decided by the Engineer -in-charge shall be made which is binding on the contractor.

5.1 QUALITY

The coarse aggregate shall consist of naturally occurring (crushed or uncrushed) stones, and shall be hard, strong, durable, clear and reasonably free from veins and adherent coating and free from injurious amounts of disintegrated pieces, alkali, vegetable matter and other deleterious materials. Coarse aggregate will be rejected if it fails to meet any of the following requirements and the materials shall be taken away from the work site by the contractor at his own cost.

5.1.2 DELETERIOUS MATERIALS

The maximum quantity of deleterious materials in coarse aggregates shall not exceed the limits specified in Table 1 of I.S. 383-1970 when tested in accordance with I.S. 2386-1963.

5.1.3 WATER:

Water used for compaction of sub-base, Gr-II & Gr-III metaling shall be free from objectionable quantities of silt, organic matter, injurious amounts of soils, acids salts and other impurities

6. SPECIFICATION FOR EARTH WORK IN THE CONSTRUCTION OF EARTH EMBANKMENT FOR ROAD WORK:

6.1 SCOPE

The specification shall apply to the construction of embankment & of miscellaneous backfills with materials obtained either from excavation for road construction, borrow-pits or either selected borrow areas. All embankment shall be constructed in accordance with the specifications & in conformity with the alignment level, cross sections & dimensions shown in the plans or as started by the Engineer-in-Charge.

6.1.1. MATERIAL: The scope of these specifications are restricted to soil alone, being the construction material. The soil used for embankments shall be free from stumps, tree roots, rubbish or other material likely to deteriorate or effect the stability of the embankment. Only materials considered suitable by the Engineer-in-Charge shall be utilized for the construction & that considered unsuitable shall be disposed of as directed by him.

6.1.1 For the purpose of these specification soil will be taken to include gravel or moorum.

6.1.2 The selection of the materials to be used in the construction of embankment shall be made as per the directions of the Engineer-in-Charge according to soil survey & laboratory investigation conducted by him.

6.1.3 Quality control test such as gradation, P.I. Standard proctor test, deleterious constituents, natural M.C etc. shall be performed as directed by the Engineer-in-Charge & no extra payment will made in this regard.

6.2 EXCAVATION OF BORROW PITS:

6.2.1 As far as possible no borrow pits should be dug on road land. Before deciding to dig borrow pits on road land, earth for the embankment should be obtained.

- (i) from cutting of nearby sections of the road.
- (ii) from excavation improving sight distances at nearby curves.
- (iii) by sectioning an adjacent bullah or waterway where necessary

- (i) by excavating cuts to lead drainage water away from the road
 - (ii) by excavating side drains & catch water drains
 - (iii) from waste land outside the road land
 - (iv) from bumps above the general ground level with the road land
 - (viii) by excavating tanks
 - (ix) from land acquired temporarily outside road land
 - (x) from soil mounds resulting from the digging of well & borrowings from fields in the vicinity of the road
- 6.2.2 Borrow pits should be rectangular in shape with one side parallel to the central line or the road. If no road land, they could be dug as near the road boundary as possible.
- 6.2.3 No borrow pits should be dug within 6 mtr. (16 ft.) of the final section of the road embankment, after making due allowance for future development.
- 6.2.4 Borrow pits should not be dug continuously. Ridges of not less than 8 mtr. (25 ft.) width should be left at intervals not exceeding 30 mtr. (100 ft.) Small drains should be cut through the ridges, in necessary to facilitate drainage.
- 6.2.5 When it becomes necessary to borrow earth from temporarily acquired cultivatable lands, the depth of borrow pits should not exceed 45cm. (1.5 ft.). The top soil to a depth of 15cm (6") should be stripped & stacked a side. Thereafter soil may be dug/cut to a further depth not exceeding 30 cm. (12") & used in forming the embankment. The top soil should then be spread back on the land. It is most important to adopt this practice when soil borrowed is from rich cultivatable land.

6.3 CONSTRUCTION PRELIMINARY OBSERVATIONS:

- 6.3.1 **Clearing & Grubbing:** Prior to the commencement of earth work the site shall be cleared of construction, including building, fences, abandoned drainage structures & vegetation such as tree, roots undergrowth, grass, rubbish etc. except where it may be desirable to retain the vegetation for appearance shade or other reasons. Complete clearance shall be carried out within the actual construction limits.
- All trees & shrubs which are not expected to interfere with the construction & use of the highway should be preserved. Cost of removal of ordinary vegetation & minor jungle growth & disposal thereof as directed by the Engineer-in-Charge shall be included in the tender rate & shall not be paid for as extra.
- 6.3.2 Three stumps should not extend more than 1ft. above the original ground nor should they be closer than 2 ft. to any sub-grade shoulder or slope surface. On areas to be cleared beyond the embankment & earthwork lines, stumps must be cut down below ground level so that appearance may not be unsightly.
- 6.3.3 The removal of bushes & stumps shall in cases be cleared away to waste lands preferably burnt no locations away from the road side. Materials possessing any salvage value should be stacked as directed by the Engineer-in-Charge.
- 6.3.4 Care shall be taken to see that unsuitable waste materials are disposed off in such a manner that there is no likelihood of its getting mixed with the materials proposed to be used for embankment construction.

- 6.3.5 **COMPACTING ORIGINAL GROUND:** In all cases where condition permit, the original ground shall be consolidated as much as reasonably possible or as directed by the Engineer-in-Charge by rolling or other means. Any empty pockets or depressions left in the soil as a result of clearing grubbing operations shall be filled & compacted. Nothing extra shall be paid for these operations.
- 6.3.6 Where so directed by Engineer-in-Charge any unsuitable materials occurring in the embankment foundation shall be removed & replaced by approved materials.
- 6.3.7 Where the embankment is to be placed on steep sloping ground the surface of the ground shall be benched in step or trenched or broken up in such manner that the new materials will have bond with existing surface & the cost thereof shall be included in the tendered rate.
- 6.3.8 Where the embankment is to be placed over an existing road surface, the surface shall be scarified, so as to provide sample bond between old & new materials.
- 6.3.9 Embankment work shall not proceed until the foundation have been inspected by the Engineer-in-Charge for satisfactory & approved.

6.4 CONSTRUCTION PLACING OF EMBANKMENT MATERIALS:

- 6.4.1 Only materials as approved by the Engineer-in-Charge shall be utilized in the embankment.
The work shall be so planned & executed that the best available materials are saved for the top portion of the embankment & sub-grades. Approved materials shall be obtained from approved area.
- 6.4.2 **EMBANKMENT SLOPES:** The embankment shall be built to have side slopes as shown in the drawings or as directed by the Engineer-in-Charge of the work.
- 6.4.3 **PLACING SOIL IN LAYERS:** To obtain adequate compaction, the embankment shall not be placed until the layer under construction has been thoroughly compacted to satisfy the requirements laid down here after.
To ensure correctness, the execution of the toe-lines on the embankment shall be marked carefully with pages at close interval. The profile with due allowance for settlement shall be set up with the help of bamboos & string. The earth work of the embankment will be carried on uniformly in layer according to these profiles. Due care shall be exercised to ensure the loose thickness of each layer does not exceed the specified limit.
- 6.4.4 The thickness of compacted layers shall be restricted to 22.50cm and shall be ordinary compacted by PRR. Where road is proposed to be constructed over the embankment the top 0.5m of the embankment shall be considered as the sub grade for the road.
- 6.4.5 Unless otherwise directed, the soil shall be spread uniformly over the entire width of the embankment.
- 6.4.6 If the soil as delivered to the road formation is too wet, it shall be dried, by aeration & exposure to Sun, till the moisture content is acceptable for compaction. Should circumstances arise where owing to wet weather the moisture content of certain soil can not be reduced to the appropriate amount by aeration, the compaction of these soils shall be suspended.

- 6.4.7 The surface of the embankment shall at all times during construction be maintained as such a cross fall as well shed water & prevent pounding.

6.5 EMBANKMENT AROUND STRUCTURES

- 6.5.1 The filling around & over culverts & other structures in the embankment area shall be carried out independently of the work on the main embankment. The embankment shall be brought up simultaneously in equal layer on each side of the structure to avoid displacement & unequal pressure.
- 6.5.2 The soil in such cases shall be deposited in layers not exceeding 6" loose thickness & shall be compacted thoroughly & to the satisfaction of the Engineer-in-Charge. Where it may be impracticable to use power rollers or other heavy equipment, the compaction shall be carried out by mechanical tampers or other approved methods.

6.6 SPECIFICATION FOR TURFING

- 6.6.1 DESCRIPTION: This work shall consist of supplying & laying live sods on the slopes & other locations as required by the Engineer-in-Charge, in accordance with the following specifications.
- 6.6.2 MATERIALS: The sods shall consist of dense well rooted growth of permanent & desirable grasses, indigenous to the general locality where it is to be used, & shall be practically free from weeds or undesirable grasses. At the time the sod is cut, the grass on sod shall have a length of approximately 2 inches; if longer, the grass shall be cut to approximately this length & the sod shall have been raked from debris.

The sod shall be cut in uniform strips not larger than it is convenient for handling & transport. The thickness of the sod shall be as uniform as possible approximately ¾ inches or more, depending on the nature, of the sod, so that practically all the dense root system of the grasses will be retained but exposed in the sod strip & so that the sod can be handled without undue tearing breaking.

In the event the sod which is to be cut is in dry condition, so as to cause crumbling or breaking during cutting operations, the contractor, at his own expense, shall at least 12 hours before cutting the sod, apply water to the same in sufficient quantities to provide a well moistened condition of the sod to the depth to which it is to be cut.

Top soil of the area to be turned shall consist of soils adopted to the sustenance of plant life.

6.7. CONSTRUCTION METHOD

- 6.7.1. PREPARATION OF THE EARTH BED: All areas desired to be covered with sod shall be fine dressed to required contour, to an extent such that the finished work after laying sod with necessary soil incorporated in the bed will be in accordance with required lines grades, slopes & cross section.

The area to be sodden shall be free from stones, roots or other undesirable foreign materials.

The soil of the area to be sodden shall be loosened to a depth of approximately not less than one inch, by means of rakes adopted to the purpose & top soil shall be spread evenly

over the prepared bed to a depth of 2 inches & the clods lumps shall be broken down to provide a uniform texture to the sod.

- 6.7.2 PLACING THE SOD:** The earth bed upon which the sod is to be place shall be moistened to the depth, manipulated, if naturally not sufficiently moist, & the sod shall be place thereon within approximately 24 hours after the same has been cut & shall be properly protected & sprinkled with water until firmly rooted.

Unless otherwise required the sod on slopes shall be laid in horizontal, strips beginning the bottom of the slopes & working upwards. When placing sods the length of strips shall be laid at right angles to the direction of flow of water. Sods shall be laid so that the joints caused by abutting ends of sod strips & not continuous. Each sod strips shall be so laid as to about against the strip previously laid.

- 6.7.3** As the sod is being laid to shall be firmly & lightly tamped with suitable wooden or metal tampers to press the sod into the under laying soil. After tamping, the sod shall present a smooth even surface free from bumps or depressions. At such points, where water will start flowing over a sodden area, the upper edge of the sod strip shall be turned into the soil & layer of earth placed over this, which earth shall be thoroughly compacted to conduct the surface water over the upper edge of the sod. No sods shall be laid normally during the dry months of March to June.

- 6.7.4 WATERING:** The sod shall be thoroughly watered immediately after placing & shall be kept thoroughly wet for a period of at least seven days after laying & shall be maintained in satisfactory condition.

- 6.7.5 METHODS OF MEASUREMENT & PAYMENT:** Sod shall be measured by units of 100 sqm. & will be paid for at the contract unit price of 100 sqm. of sod in place which price shall be full compensation for preparing the earth bed, for furnishing, placing, top dressing & watering the sod & for all labour, equipment tools & incidentals necessary to complete the work in accordance with contract.

Collection of top soil for the area to be turned will be paid for as earthwork in excavation.

No separate payment will be allowed for spreading & incorporating the top soil in the bed.

7.0 EXCAVATION OF FOUNDATION

- 7.1.** Excavation for the foundation of structures shall be to the elevation shown on the drawings or as directed by the Engineer-in-charge. So far as practicable the materials removed in excavation for structures shall be used for back fill and embankment.

When unsuitable materials is encountered in the foundation for structure, the Engineer-in-charge will direct additional excavation to remove the unsuitable materials. The foundational excavation shall be refilled by selected bedding material and compacted.

7.2 MEASUREMENT AND PAYMENT

Payment for excavation for structures shall be made at the unit price per cubic meter. The rate for excavation for structures shall include the cost of all labour and materials with

construction of coffer dam and other temporary construction, cost of all pumping dewatering cost of all other work necessary to maintain the excavation in good order during construction.

7.3 EARTH WORK EXCAVATION / STONE WORKS

7.3.1 The contractors shall execute the work to the lines, grade and section as per drawing and in accordance with the specification and relevant clause / clauses of relevant Indian Standard codes unless otherwise specified. Construction of all approaches and haul roads coffer dam and de-watering if required and their maintenance shall be the responsibility of the contractor. The contractor shall ensure good workmanship and quality and shall ensure besides other aspects fulfillment of the following specific requirements to the satisfaction of the Engineer- In –Charge.

The work is to be executed as per design, drawing and specifications and direction of the Engineer-in-Charge.

7.3.2 PLACEMENT (EARTHWORK)

- i) Choice of equipment shall be governed by the site conditions, nature of job / space etc. and it shall be got approved from the Engineer- In-Charge.

7.3.3 MEASUREMENT AND PAYMENT

- i) Earth work beyond the required design section will not be paid for
- ii) Earth work quantity will be assessed from cross section taken at suitable intervals as decided by the Engineer-in-charge. Initial levels will be taken and recorded in level book with reference to the bench mark which should be kept at site till finalization of the work. The initial of the cross section papers should be signed by both the parties before starting the work. Final level is to be taken and recorded in level book after completion of the work in all respect and the contractor is to sign the final levels taken in level book as acceptance of final measurement.
- iii) Payment for earth work in cutting section measurement will be made without deducting any percent towards settlement allowance.
- iv) Payment for earth work in filling section measurement will be made deducting 12 1/2% towards settlement allowance

7.4 RIP RAP & LAUNCHING APRON

7.4.1. GENERAL

The dumping & packing shall consist of boulders and blasted rock placement. It shall be dumped mechanically or hand placed rip rap may be hand placed or dumped by machines. The thickness of the rip rap shall be measured normal to the slope of the embankment.

7.4.2. QUALITY OF RIP RAP STONE

- i) Rip Rap and spall material shall be controlled in quarry for quality, gradation and size.
- ii) Rip Rap and spalls obtained from rock excavation shall be checked for quality, gradation and size before lifting.
- iii) The stone for Rip Rap should be dense, resistant to abrasion and is free from cracks, seams, shale partings, conglomerate bonds and other defects that would tend to increase their susceptibility to destruction by the action of water and weather.

- iv) The stone shall be closely packed and the interstices shall be filled with small stones. The finished surface of Rip Rap should be reasonably uniform free from loose stones.

7.4.3. THICKNESS OF RIP RAP / LAUNCHING APRON

In no case the minimum thickness of hand placed Rip Rap-Launching apron and dumped rip rap shall be less than 30 cm and 45cm respectively.

7.4.4 PLACEMENT OF RIP RAP / LAUNCHING APRON

(i) Hand placed Rip Rap

The hand placed rip rap stone shall consists of specified size and above size and laid on edge starting from the bottom. The stone shall be laid compactly with staggered joints and so matched & interlocked that, they shall be keyed together with minimum of joint space. Then rock fragments and spalls shall be driven by a hammer into interstices to wedge the rip rap in place.

The hand placed rip rap shall preferably be laid in one course and the layer thickness is same at the stone size. If two layers of stones are used the header stone extending through both layer and spaced at about 1.5m. shall be used. In two layers placing the tops layer stones shall be larger.

(ii) DUMPED RIP RAP / Launching Apron

The dumped rip rap/ Launching apron shall consist of boulders or blasted rock fragments of 30 cm and above size. It shall be dumped manually or mechanically.

7.4.5 MEASUREMENT AND PAYMENT

Thickness of riprap shall be measured at a number of locations and the payment shall be made towards the average thickness arrived out of the measurements. Payment for rip-rap shall be made at the applicable unit price per cubic meter in the bill of quantities for rip rap which unit price shall include the cost of procuring, hauling, placing & finishing the rock for rip rap including the rock spalls measurement will be taken on level section & 1/6th volume will be deducted towards voids.

7.5 ROUGH STONE DRY PACKING OF APRONS AND SIDE REVETMENT

7.5.1 GENERAL

The specifications for construction of 300mm. rough stone dry packing for aprons and revetments as specified in schedule 'A' and its materials.

7.5.2 SCOPE

Rough stone dry packing of specified thickness in single layer upto 300 mm. thick, using the stone of specified variety for bed pitching/side revetment including cost and conveyance of stone, sampling and testing of stone, preparation of bed, stacking of stone for pre measurements, packing, all leads, lifts, delifts, labour charges, and all other operations necessary to complete the finished item of work to the specifications as per design and drawings and as directed by the Engineer-in-Charge.

7.5.3 MATERIAL:- THE PROVISION OF SCHEDULE 'D' SHALL APPLY:

Stacking shall be done as detailed below at the locations specified or ordered by the Engineer.

- i. Stacks shall be formed to regular shape and uniform cross sections.
- ii. Materials shall be stacked on even ground. Stacking shall not be done in flood zones or in water logged areas.
- iii. Rough stone shall be packed so closely as to give minimum quantity of voids possible without actual dressing of stone to fill interstices. In case of improper stacking done by the contractor, the Engineer shall have the right to either reject the stacks partly or completely.
- iv. Unless otherwise specified templates shall be provided to the sizes and dimension of the stack as may be specified at the contractor's expense.

7.5.4 PREPARATION OF BED AND SLOPES:

A) BED:

The surface on which the rough stone is to be laid shall be excavated to the required level and leveled and prepared for the length and width as shown on the drawings. The base shall be compacted suitably with hand rammers or other means to have an even bedding. No packing shall be on un-compacted made up soil.

B) SIDE SLOPES

The sides of banks to receive rough stone revetment shall be trimmed to the required slope and profiles put up by means of line and pegs at intervals of 3 meters to ensure, regular, straight and an uniform slope throughout. Depressions shall be filled and thoroughly compacted.

7.5.5 LAYING APRON (BED PITCHING) AND REVETMENT (PITCHING TO SIDES)

- i) Apron (Bed Pitching)
 - a) Apron shall be provided to the dimensions and levels shown on drawings.
 - b) To ensure regular and orderly disposition of the full intended quantity of stone in the apron, template or cross walls in dry masonry shall be built about a meter thick and to the full height of the specified thickness of apron at intervals of 10 meters or closer as directed by the Engineer, all along the length and width of the apron. In between the cross walls the stone shall be hand packed.
 - c) The thickness of the apron shall be made with one stone only. Total thickness shall not be made up in two or more layers.
 - d) The stones shall be laid closely in position of the prepared bed and firmly set with their broadest ends downwards so that they may meet all round their bases and with the top of the stone level with finished surface of packing. The stones shall be laid breaking joints as far as possible in the direction of the flow of water. The stone shall be placed normal to the surface to be protected.
 - e) The interstices between adjacent stone shall be filled in with stones of the proper size, well driven in, with crow bars to ensure tight packing and complete filling of all interstices. Such filling shall be carried on simultaneously with the placing in position of the large stones and shall in no case be permitted to lag behind. The final wedging shall be done with the largest size chips or spalls practicable, each chip or spall being well driven home with a hammer so that no chips or spall is possible of being picked up or removed by hand to

ensure tight packing. The sizes of spalls shall be minimum 25 mm and shall be suitable to fill the voids in the pitching.

- f) On completion, the surface presented by the apron revetment shall be even throughout, free from irregularities and the required length, breadth and slope as specified or as shown on the plans.
- ii) Revetment (Pitching to sides)
- a) Revetment shall be constructed to the required length, level depth and slopes shown on the drawings.
- b) Profiles or strings and pegs shall be put up to ensure that the pitching is done true, straight and to the proper slope throughout.
- c) Revetment shall in all cases be built up from the foot of the bund to be riveted and built up in courses upwards. Care is necessary that a strong toe wall or other protection is always given to the revetment. Which protective measure shall be shown on the plans.
- d) Stones shall be placed to the required length by derrick or by hand. Stones shall be set normal to the slope and placed so that the largest dimension is perpendicular to the face of the slope unless such dimension is greater than the specified thickness of pitching. The largest stone shall be placed in the bottom courses and for use as headers for subsequent courses.

7.5.6 MEASUREMENT AND PAYMENT

- a) These protection works shall be measured as set for the below.
 - i) Unless otherwise specified, for measurement, materials shall have to be stacked before laying and no extra cost will be paid to the Contractor for this stacking.
 - ii) All linear measurements for apron and revetment shall be in meters corrected to 0.01 meter. Volume shall be in cubic meters corrected to 0.01 cubic meter. The unit for payment shall be one cubic meter.
 - iii) No separate payment will be made for this item. It shall be included in the price bid quoted in the Bill of Quantities.
 - iv) 1/6th Volume will be deducted towards voids from finish section measurement for launching, dumping & stone packing works.

8.0 CONCRETE

8.1 GENERAL

Concrete shall be composed of cement, sand, aggregate, water and any other admixture as specified in recommended proportion well mixed and brought to the proper consistency. Tests shall be carried out on the concrete at specified intervals during the progress of work and the mixes modified as necessary in order to consistently secure the required strength, work ability, density and impermeability together with the maximum practicable economy. As per approval of Engineer in charge on recommendation of quality control organization the water cement ratio for the concrete will be regulated by the requirements of strength durability and workability. The concrete shall be uniform consistency and quality throughout any pour and for similar parts of the same structure.

However, the consistency composition shall be such that the concrete can be worked into all corners.

The allowable slump or consistency shall be as directed. The consistency of the concrete shall be varied only by increasing or by decreasing the amount of cement paste in each batch and not by any change of water cement ratio.

8.2 STORAGE OF AGGREGATE

- (a) Aggregate shall be stacked in such a way as to prevent the intrusion of foreign materials such as soil, vegetable matter etc. Heaps of fine and coarse aggregates shall be kept separate. Where different sizes of fine or coarse aggregate are procured separately, they shall be stored in separate stock piles, sufficiently away from each other to prevent the materials at the edge of the piles from getting intermixed with each other.
- (b) The aggregates shall be stock-piled adjacent to the mixer site so as to require minimum rehandling and labour when conveyed to the mixer.
- (c) The aggregates shall be placed on a dry patch of ground. The aggregates shall be kept free of dirt, rubbish, papers, vegetable matters etc. on the stock piles.
- (d) To minimize moisture variation the stock piles shall be spread over as large in area as possible but left low and fairly uniform in height preferably 1.25 to 1.50 meter and the lowest layer of about 30 cm height shall be allowed to act as drainage layer and not used till end.

8.3 FORM WORKS

- (i) Forms shall be used wherever necessary to confine the concrete and shape it to the required lines, or to ensure against contamination of the concrete by materials caving or sloughing from adjacent surface left by excavations or other features of the work.
- (ii) Form work may be of timber, steel, precast concrete panels or such other suitable materials or combination of such materials. Form work shall be substantially and rigidly constructed to the shapes, lines and dimensions required, efficiently propped and braced to prevent deformation due to placing, vibrating and compacting concrete, other incidental loads or to the effect of weather.

8.4 MIXING

- (a) For all work concrete ingredients shall be thoroughly mixed in mechanical mixer to ensure uniform distribution of all component materials throughout the concrete at the end of the mixing period and shall be as dense as possible, plastic enough to consolidate well, Mixing shall be done as per I.S.456-1978.
- (b) Mixing shall be continued until there is an uniform distribution of the materials and the concrete is uniform in colour and consistency. The time of mixing shall be as shown in Table-1 of IS: 457-1978 reproduced herein.

Capacity of mixer	Minimum time of mixing	
	Natural aggregates	Manufactured aggregates
3 m ³ or larger	2 minutes	2½ minutes
2 m ³	1½ minutes	2 minutes
1 m ³ or smaller	1¼ minutes	1½ minutes

- (c) The concrete as discharged from the mixer, shall be uniform in composition and consistency, Workability shall be checked at frequent intervals as per IS : 199 –1959. Mixers will be examined regularly by the Engineer-in-charge for changes in conditions due to accumulations of hardened concrete or mortar or to wear and tear of blades. Any mixer that at any time produces unsatisfactory mix, shall not be used until repaired. If repair attempts are unsuccessful, a defective mixer shall be replaced. Batch size shall be at least 10% but not in excess of the rated capacity of the mixer.
- (d) The first concrete batch at the start of continuous mixing operation or after lapses of 30 minutes in continuous mixing operation shall be made richer by the addition of extra cement as directed.
- (e) The full contents of the drum shall be discharged quickly to avoid segregation.
- (f) The minimum mixing period specified are conditioned on the material being fed into the mixer in a manner which will facilitate efficient mixing and an operation of the mixer at its designed speed. The following sequence of charging the mixer may be adopted.
Five to ten percent of the total quantity of water required for mixing adequate to wash the drum thoroughly shall be introduced before the other ingredients in order to prevent any caulking of the cement on the blades or side of the mixer.
- i. All dry ingredients (Cement, fine and coarse aggregates) shall be simultaneously fed into the mixer in such a manner that the period of flow for each ingredient is about the same. Eighty to Ninety percent of the total quantity of water required for mixing shall be added uniformly along with the dry ingredients.
 - ii. The remaining quantity of water shall be added after all the other ingredients are in the mixer.
 - iii. Portion of the coarse aggregate, however may be added last. This facilitates clearance of the chutes and removes the fine aggregate or cement adhering to the sides.
- (g) Concrete which has been kept unused for more than 30 minutes after the addition of water shall be rejected unless the concrete is in such a condition that it can be subsequently vibrated in place and its use is specifically permitted.
- (h) When the mixer is stopped, before placing again any ingredients in the mixer all hardened concrete or mortar shall be removed from inner surface of the mixer.
- (i) The re tempering of partially hardened concrete or mortar requiring renewed mixing with or without the addition of cement, aggregate or water shall not be permitted.
- (j) A representative of Engineer-in-charge shall supervise all stages of production of concrete, preparation of test specifications and site test shall be supervised.

8.5 TRANSPORTATION OF CONCRETE

Concrete shall be transported from mixer to the place of final placement as rapidly as possible by method which will prevent segregation of the ingredients or slump loss in excess of 25mm and/ or a loss in air content of more than one percent before the concrete is placed in the works. It shall be transported, laid and compacted in its final position within 30 minutes of its discharge from the mixer unless carried in properly designed agitators. Whenever the length of haul from the mixing plant to the place of deposit is such that the concrete unduly compacts or segregates suitable agitators or transit mixers shall be used for conveying concrete.

8.6 PREPARATION BEFORE PLACING CONCRETE

8.6.1 GENERAL REQUIREMENT

Concrete shall not be placed in any part until all form work required is completed as per drawing & specification and no concrete shall be deposited until the foundation has been inspected and approved by the Engineer-in-charge.

8.6.2 FOUNDATION SURFACES

- (a) Immediately before placing concrete all surfaces of foundations upon or against which the concrete is to be placed, shall be free from standing water, mud and debris. All surfaces of rocks upon or against which concrete is to be placed shall in addition to the foregoing requirement be cleaned and free from all lubricants. Objectionable coating and loose semidetached or unsound fragments are to be removed. The surface of absorptive foundations upon or against which concrete is to be placed shall be moistened thoroughly and kept sufficient wet for at least 24 hours prior to placing concrete so that moisture will not be drawn from the freshly placed concrete.
- (b) In the case of earth or shale foundations, all soft or loose soft and surface debris shall be scraped and removed.

8.6.3 R.C.C. WORK

No concrete shall be placed unless the reinforcement and centering & shuttering provided is checked, pre measured and approved by the Engineer-in-charge.

8.7 PLACING AND COMPACTING CONCRETE

8.7.1 GENERAL

- (a) All surfaces upon or against which concrete is to be laid shall be prepared in accordance with the drawings.
- (b) If concreting is not started within 24 hours of the approval being given, it shall have to be obtained again.
- (c) All absorptive surfaces against which concrete is to be laid shall be moistened thoroughly so that moisture will not be withdrawn from the freshly placed concrete. The surfaces however shall be free from standing water. The concrete shall be deposited as nearly as possible in its final position and compacted before setting commences and should not be subsequently disturbed. Methods of placing should not be such as to avoid segregation. Care should be taken to avoid displacement of reinforcement or movement of form work.

All concrete which has set before placement shall be rejected and immediately removed from site of work.

- (d) The construction joints at the end of each days work should be left vertical only at location as approved by authorised representative of the Engineer-in-charge.

8.7.2 COMPACTION

Concrete shall be thoroughly compacted during the operation of placing and thoroughly worked.

- (a) All concrete shall be compacted to produce a dense homogeneous mass with the assistance of vibrators or thappies in such a manner that it is free from pockets of coarse aggregate and is in intimate contact with surface of forms.
- (b) During placing and until curing is completed the concrete shall be protected against the harmful effect of exposure to sunlight, wind and rain as direct.

8.8 CURING AND PROTECTING

8.8.1 All concrete shall be protected against injury until final acceptance. Exposed finished surfaces of concrete shall be protected from the direct rays of the sun.

8.8.2 The method of keeping formed concrete surface moist, shall be by continuous sprinkling or spraying of water as may be necessary to prevent any portion of the surface from drying during the specified curing period.

8.8.3 The water and other methods of curing shall be handled as not to stain concrete surfaces which shall be exposed.

8.8.4 The actual method of curing adopted and equipment to be used shall be subject to the approval of the Engineer-in-charge. The contractor shall have on hand and ready to install before actual concrete placement is started all equipments needed for adequate curing and protection at all location of concrete placement.

8.8.5 Finished concrete surfaces shall be protected from stains or abrasion. Surface or edges likely to be injured during the construction period shall be kept properly protected by leaving forms in place or erecting protective covering satisfactory to the Engineer-in-charge.

8.8.6 In case the curing operations are inadequate or unsatisfactory, the Engineer-in-charge shall be entitled to take such steps as he may deem necessary to make good the deficiencies and defects at the Contractor's risk and cost. Curing and protection should confirm of IS: 457-1957 with the latest amendments.

8.9 MEASUREMENT AND PAYMENT OF CONCRETE

Measurement and payment for cement concrete items shall be made on the basis of the actual volume of the concrete laid for finished items. The rate includes the cost of labour and materials, plant etc. involved in providing cement, slurry and mortar on concrete and construction joints shall be deemed to be included in the unit rates for the respective items. The rates shall include construction of foot bridge and traffic island, coffer dam and removal of the same, dewatering if required and all other incidental charges as produced finished item of work.

For R.C.C. work, the cost of round tor steel rod including bending and binding etc. shall be paid as a separate item explained elsewhere.

No claim for extra payment, in case of higher strength of concrete than designated, will be entertained.

SECTION – 6
BILL OF QUANTITY

BILL OF QUANTITY

Name of work: Repair and Renovation of office building of Earth Dam Division, Chittrakonda for the year 2026-27 (Roof sheeting).

Sl. No.	Description of items	Quantity	Unit	Rate	Amount
1	Dismantling G.C.I. or A.C. sheet roofing after carefully removing the bolts and nuts including stacking of the materials for reuse and removing the debris within 50m lead etc. Complete in all respect and as per direction of E.I.C.	550.000	Sqm.	104.10	57255.00
2	Brick work with C.B. Brick (23 x 11 x 8) cm size in cement mortar (1:6) including all cost, conveyance, royalty, all labour charges and all taxes etc. complete in all respect and as per the direction of E.I.C	27.600	Cum	5693.90	157151.64
3	12mm thick cement plaster (1:6) including all cost, conveyance, royalty, all labour charges and all taxes etc. complete in all respect and as per the direction of E.I.C	240.000	Sqm.	202.20	48528.00
4	Supplying M.S Pipe 2" for fitting of G.C.I. Sheet for roof including all cost, conveyance, and all taxes etc. Complete in all respect and as per the direction of E.I.C.	3204.000	Kg	58.20	186472.80
5	Fixing of G.C.I. sheet in roof drilling hole in wind ties including fixing of ridges valleys wind ties etc. excluding cost of fitting per 1 Sqm. Including all cost, conveyance, labour charges and cess etc. complete in all respect and as per the direction of the Engineer-in-Charge. 05 (Five items) only.	1540.000	Sqm.	605.00	931700.00
	Total in Figures				1381107.44 1381107.00

Superintending Engineer,
Earth Dam Division, Chittrakonda.

SECTION – 7
GOVT. CIRCULAR



COMPUTERISED
L. No. 726 99/7
Branch

Government of Odisha
Works Department

Office Memorandum

File No.07556900042013(Pt-II)- 7865 /W, Dated. 23.7.2013

Sub: Codal Provisions regarding e-Procurement

After introduction of e-procurement in Govt. of Odisha, necessary guidelines / procedure has been issued in Works Department Office Memorandum No.1027 dt.24.01.2009 which consists of the procedural requirement for E-procurement of tenders. After careful consideration Government have been pleased to make following modifications to codal provisions by way of addition as Appendix-IX (A) of OPWD Code Vol-II.) as follows:

Appendix-IX (A) of OPWD Code, Vol-II

Executive instructions regarding calling for and acceptance of tenders in e-Procurement.

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".
Use of valid Digital Signature Certificate of appropriate class (Class II or class III) issued from registered certifying authorities (CA) as stipulated by Controller of Certifying Authorities (CCA), Government of India such as n-Code, Sify, TCS, MTNL, e-Mudhra is mandatory for all users.
4. The DSC issued to the Department users is valid for the period of two years only. All the Department users are responsible to revalidate their DSC 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 10 lakhs 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 compliant to relevant provisions of OGFR/ OPWD code/ Accounts code/ Government statutes 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 Executive Engineer or equivalent Officer and Subdivision is the Assistant 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 organization level not below the Superintending 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 newspapers, 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: Rs.

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 DSCs in appropriate format so that the document is not tampered with

14.2 The tender document comprise 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/Packet:

SI No	Cover Type	Document Description	Type
1	Fee/ Prequal/ Technical / Finance	Tender Cost, EMD, VAT, PAN, Contractor RC	.pdf
		Affidavits, undertakings and any other document as per SBD/DTCN	.pdf
		BoQ	.xls

b.) For Two Cover/Package:

SI No	Cover Type	Document Description	Type
1	Fee/ Prequal/ Technical	Tender Cost, EMD, VAT, PAN, Contractor RC	.pdf
		Affidavits, undertakings and any other document as per SBD/DTCN.	.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. WORKITEM DETAILS

v. FEE DEATILS: The Procurement Officer Administrator should mention the cost of tender paper and EMD amount 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 DTCN/SBD.

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 organization from other procurement units (Circles /Divisions).

viii. WORK ITEM DOCUMENTS: The Procurement Officer Administrator should upload the digitally signed tender document (SBD/DTCN) 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 DSC 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 DSCs procured for each post separately. After being relieved from the additional charges he has to surrender the additional DSCs to the Nodal Officer of the concerned organisation.

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 (DSC) 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) PAN and (ii) Registration Certificate(RC) / VAT Clearance Certificate (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ VAT Clearance. 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 online bidding process.

15.1.1 Bidders participating through Joint Venture shall declare the authorised signatory through Memorandum of Understanding duly registered and enrol in the portal in the name and style of the Joint venture Company. It is mandatory that the DSC 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 DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique Login ID, password and DSC 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 DSC; 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 arrangements 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 cost of Bid Document, Bid Security, 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 furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data. The bidder shall scan all the written/printed pages of the bid security and up load the same in portable document format (PDF) to the system in designated place of the technical BID. Furnishing scanned copy of such documents is mandatory otherwise his/her bid shall be declared as non-responsive and liable for rejection.

15.6.2 The EMD or Bid Security payable along with the bid is 1% of the estimated contract value (ECV) or as mentioned in the bid document. The validity period of the EMD or Bid Security shall be as mentioned in the bid document. Any bid not accompanied by an acceptable Bid Security and not secured as indicated in the bid document shall be rejected as non-responsive. The bid security shall be retained till such time the successful bidder furnishes Initial Security Deposit (ISD) or Performance Security acceptable to the Officer Inviting the Bid. Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security. The Bid security in the form of FD / BG shall be from a Nationalized Bank valid for a period of 45 days beyond the validity of the bid. Bid security in other form is acceptable if the bid documents provides for it.

15.6.3 The Fixed Deposit / Bank Guarantee or any other form as mentioned in detailed tender call notice in respect of Earnest Money Deposit / Bid Security and the Bank Draft in respect of cost of Bid are to be scanned and up loaded in portable document format (PDF) along with the bid.

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 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 L1 bidder.

15.6.5 Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption

15.6.6 Government of Odisha has been actively considering integrating e-payment gateway in to the portal for payment of Cost of Bid and Bid Security/ Earnest Money Deposit. The process of using e-payment gateway shall be issued separately after it is established.

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 consist of cost of Bid documents, EMD/ Bid Security, VAT, PAN / TIN, 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 DSC and move to the desired tender for up loading 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 can not 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 can not 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 up-load 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 authorised 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 authorised 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 DSC 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

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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 other 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 / Financial (Tender Paper Cost, EMD/Bid Security) instruments 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 receipt of tender 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 also be initiated by OFFICER INVITING TENDER for blacklisting as per Appendix- XXXIV of OPWD Code, Volume-II.

24. GUIDELINES FOR UNBLOCKING OF PORTAL REGISTRATION:

24.1 UNBLOCKING OF PORTAL REGISTRATION:

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

EIC (Civil)-cum-CPO, - Chairman

Engineer-in-Chief (WR) - Member

Concerned Chief Engineer - Member

Sr. Manager (Finance), SPC - Member

Officer Inviting Tender - Member

Chief Manager (Technical), SPC- Convener

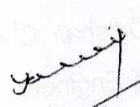
24.2 The Chief Manager (Tech), State Procurement Cell will be the convener and he will maintain all records for this purpose. The Committee shall meet not less than once in a month if required & shall consider the recommendation of the officer inviting tender for unblocking of portal registration. The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

24.3 The minimum period of blocking of Portal Registration shall in no case be less than 90 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 Rs. 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), SPC 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), SPC 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.

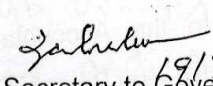
1. These amendments shall take effect from the date of issue of the order.
2. This amendment is an addition to the existing provision and will be placed below Appendix- IX to OPWD Code, Vol-II.
3. Accordingly Office Memorandum No 1027 dt 24.01.2009 stands modified .
4. This has been concurred in by the Finance Department vide their U.O.R. No.3-WF-I Dt.04.01.2013.


EIC - cum- Secretary to Government

Memo No. 7886

W, Dated. 23.7.2013

Copy forwarded to P. S. to Hon'ble Chief Minister, Odisha for information and necessary action.


FA - cum- Addl. Secretary to Government

Memo No. 7887

W, Dated. 23.7.2013

Copy forwarded to OSD to Chief Secretary, Odisha/ P.S. to Development Commissioner- cum-Additional Chief Secretary, Odisha/ P.S. to Principal Secretary to Chief Minister, Odisha for information and necessary action.

Jahalar
15/7/2013
FA - cum- Addl. Secretary to Government

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Memo No. 7888

W, Dated. 23.7.2013

Copy forwarded to Finance Department/ Department of Water Resources/ Housing & Urban Development Department/ Rural Development Department/ Panchayati Raj Department/ All other Departments/ Managing Director, OB & CC Ltd., Bhubaneswar / Managing Director, OCC Ltd., Bhubaneswar for information and necessary action.

Jahalar
19/7/2013
FA - cum- Addl. Secretary to Government

Memo No. 7889

W, Dated. 23.7.2013

Copy forwarded to EIC (Civil), Odisha /EIC, Water Resources, Odisha/ EIC, Rural Works, Odisha / EIC, PH, Odisha / EIC-cum-Chief Electrical Inspector, Odisha/ FA-cum-Addl. Secy. to Govt., R.D. Deptt./ FA-cum-Addl. Secy. to Govt., Water Resources Deptt./ FA-cum-Addl. Secy. to Govt., H.&U.D. Deptt./ FA-cum-Joint Secy. to Govt., Energy Deptt./ Special Officer-cum-Joint Secy. to Govt., Fin. Deptt./ Chief Engineer, World Bank Project, Odisha/ Chief Engineer, DPI & Roads, Odisha/ Chief Engineer, Buildings, Odisha/ Chief Engineer, National Highways, Odisha/ Chief Engineer, R.D. & Q.P., Odisha/ Chief Engineer, Directorate of designs, Odisha/ Chief Manager, (Tech), State Procurement Cell, Odisha / Chief Architect, Odisha/ Chief Engineer, Water Resources, Odisha/ Chief Engineer, R.W.-I, Odisha/ Chief Engineer, R.W.-II, Odisha/ Chief Engineer, P.H.(Urban), Odisha/ Chief Engineer, Electricity, Odisha for information and wide circulation among subordinate offices.

Jahalar
19/7/2013
FA - cum- Addl. Secretary to Government

Memo No. 7890

W, Dated. 23.7.2013

Copy forwarded to the Accountant General (A&E), Odisha, Bhubaneswar/ Accountant General, Odisha, Puri Branch, Puri for information and necessary action.

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Jahalar
19/7/2013

