GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES

BIDDING DOCUMENT FOR EPC CONTRACT

Bid Identification No:- CE &BM-MB-10/2026-27(Online)

Name of work

"Construction of Samasingha In-stream Storage Structure across River Bheden near village Samasingha in Kolabira block of Jharsuguda district in state of Odisha on "EPC-Turnkey" basis including power connectivity system and operation and maintenance of complete commissioned project for five year or five flood seasons whichever is more after successful commissioning of the project."

VOLUME-I
CONDITIONS FOR EPC CONTRACT WITH PRICE PROPOSAL
(EPC CONTRACT)

Chief Engineer & Basin Manager, Mahanadi Basin, Burla

CONTRACTOR SUPERINTENDING ENGINEER

BIDDING DOCUMENT FOR EPC CONTRACT

FOR

"Construction of Samasingha In-Stream Storage Structure across river Bheden near village Samasingha in Kolabira Block, District Jharsuguda, Odisha on "EPC-Turnkey" basis including power connectivity system and operation and maintenance of complete commissioned project for five years or five Flood Seasons whichever is more after successful commissioning of the Project".

STANDARD BIDDING DOCUMENT CONTAINS FOLLOWING VOLUMES

1. **VOLUME – I** **CONDITIONS FOR EPC CONTRACT WITH PRICE PROPOSAL**
2. **VOLUME – II** **TECHNICAL SPECIFICATIONS**
3. **VOLUME – III** **MAPS & DRAWINGS**

The Volume I contains the following Section

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2		Notice Inviting Tender
3	Section I	Detailed Notice Inviting Tender
4	Section II	Instruction to Bidders
5	Section III	Forms & Annexures
6	Section IV	General Conditions of Contract
7	Section V	Special Conditions of Contract
8	Section VI	Appendices
9	Section VII	Conditions of Contract for O& M
10	Section VIII	Vendor List
11	Section IX	Price Bid, Payment Schedules, Mile Stone

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VOLUME – I

CONDITIONS FOR EPC CONTRACT WITH PRICE PROPOSAL INDEX

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CHECK LIST

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CHECK LIST

DOCUMENTS TO BE FURNISHED BY THE BIDDER

The check list has been prepared to facilitate submission of information sheets by the bidders. Other information required for the bid, but not mentioned in the check list shall also be submitted.

Sl. No.	Particulars of Submitted	BID document Reference: (Clause No. / Vol. No.)	Whether furnished		Reference to uploaded document Page No.
			Yes	No	
	Cover – I				
	FILE-I				
1	**Qualification criteria**	As per Clause No- 15.8 to 15.10 and 16.5 of ITB			
	FILE-II				
1	Letter of submission of Bid	Form-A Section-III- Vol-I			
2	Cost of Bid document	As per DNIT			
3	EMD	Annexure-I, Section-III-Vol- I			
4	Details of cost of Bid Document and ISD	Form-C1, C2 of Section-III-Vol-I			
5	Registration Certificate	As per ITB – 14.3-Vol-I			
6	GST Registration No.	As per ITB – 14.1-Vol-I			
7	PAN	As per ITB – 14.1-Vol-I			
8	Income Tax Return Certificate	As per ITB - 15.8 Vol-I			
9	Declaration by Affidavit	Form-J of Section-III,Vol-I			
10	Relationship certificate	Form D of Section-III, Vol-I			
11	Bid Capacity	As per 16.5 of ITB of Vol-I			
12	List of Machinery & Equipment	Form-E, Section-III- Vol-I			
13	List of work in Hand	Form-F, Section-III- Vol-I			
14	Details of Financial capability in Form G	Form-G, Section-III- Vol-I			
15	Details of personnel's in Form H	Form-H, Section-III- Vol-I			
16	Similar nature of works executed	As per ITB 15.8 Vol-I,			
17	Additional information	Form-I, Section-III			
18	Form of Solvency Certificate by Bank	Annexure-VI(B) of Section-III, Vol-I			

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19	Litigation History	Annexure-V of Section-III, Vol-I			
	FILE – III				
Sl. No.	**Particulars of Submitted**	**BID document Reference: (Clause No. / Vol. No.)**	**Whether furnished**		**Reference to uploaded document Page No.**
			Yes	**No**	
	As per Vol-I				
1	Details of technical proposal along with all technical data describing technology & Methodology of S&I, Planning, Design of all component	As per ITB 15.8 Vol-I			
2	Methodology of the Operation & Maintenance of the Project for 5 Years	As per ITB 15.8, cover-I, file-III, point-2 of Vol-I			
3	Construction Program for - 30 Months	As per ITB 15.8, cover-I, file-III, point-3 of Vol-I			
4	Milestones for execution of work.	Clause-15.16, Appendix-MS, Section-IX, Vol-I.			
5	Maintenance Personnel	Clause – 5.0 Section-VII of Vol-I			
6	List of Equipments, Tools & Plants and Spare Parts for O&M of the system.	Clause-14.2, Section-VII of Vol-I			
	Cover – II				
	Financial Bid				
	FILE-I				
1	Financial bid	**Appendix-FB** of Financial Bid, Vol-I			
	FILE-II				
1	Percentage break up of Price Bid for work to components	**Appendix-F** of Financial Bid, Vol-I			

Note: The contents of the Bid offer document shall be legible & serially numbered.

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CONTRACTOR SUPERINTENDING ENGINEER

NOTICE INVITING TENDER (NIT)

CONTRACTOR SUPERINTENDING ENGINEER

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GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES
OFFICE OF THE CHIEF ENGINEER & BASIN MANAGER,
MAHANADI BASIN, BURLA-768017, DIST-SAMBALPUR(ODISHA)
E-mail Id- cebmumbburla@rediffmail.com

Government of Odisha "e" Procurement Notice.
Bid Identification No-CE & BM- MB-10/2026-27 (Online)

Online tender is invited from prospective bidders for "Construction of Samasingha In-Stream Storage Structure across river Bheden near village Samasingha in Kolabira Block, District Jharsuguda, Odisha on "EPC-Turnkey" basis including power connectivity system and operation and maintenance of complete commissioned project for five years or five Flood Seasons whichever is more after successful commissioning of the Project".

1	Name of Work	Online tender is invited from prospective bidders for "Construction of Samasingha In-Stream Storage Structure across river Bheden near village Samasingha in Kolabira Block, District Jharsuguda, Odisha on "EPC-Turnkey" basis including power connectivity system and operation and maintenance of complete commissioned project for five years or five Flood Seasons whichever is more after successful commissioning of the Project"
2	Approximate Value of work put to Tender	**Rs. 126.08 Crore** (including O & M cost and excluding GST)
2	Period of completion	**30 Calendar months including rainy season.**
3	Date & time of availability of bid document in the portal	**Dated-05.10.2026 from 11.30 AM to Dated-18.11.2026 up to 5.00 P.M.**
4	Last date/Time for receipt of bids in the portal	**Dated- 18.11.2026 up to 5.00 P.M.**
5	Date and Time of Opening of Technical Bid	**Dated-19.11.2026 at 11.30 A.M.**
6	Name & address of the officer inviting Bid	Chief Engineer & Basin Manager, Mahanadi Basin, Burla, At-Burla, Dist.-Sambalpur, Odisha, Pin-768017, Odisha

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

Sd/
Chief Engineer & Basin Manager,
Mahanadi Basin, Burla

CONTRACTOR SUPERINTENDING ENGINEER

OFFICE OF THE CHIEF ENGINEER & BASIN MANAGER,
MAHANADI BASIN, BURLA-768017, DIST-SAMBALPUR(ODISHA)
E-mail Id- cebmumbburla@rediffmail.com

Letter No-CE&BM/MB/Tender/ISS/Samasingha/266/2026- **5772/ (WE)** /Dated:**28.09.2026**

To,

The Director,
Information & Public Relation Department, Odisha, Bhubaneswar

Sub: Publication of e-procurement Notice No-CE & BM-MB-**10/2026-27(Online)**

Sir,

With reference to the subject cited above, the copy of the e-procurement Notice No. **CE & BM- MB-10/2026-27(Online)** is enclosed herewith for publication in two leading National English Daily and two leading Odiya daily newspapers on or before dated-**05.10.2026** for wide circulation.

Encl: e-procurement notice no- CE & BM- MB-**10 /2026-27(Online)**
(both in Hard & soft copy).

Yours faithfully,

Sd/-
Chief Engineer & Basin Manager,
Mahanadi Basin, Burla

Memo No.**5773** //Dated: **28.09.2026**

Copy submitted to the Principal Secretary to Govt., Department of Water Resources, Odisha, Bhubaneswar for favour of kind information.

Sd/-
Chief Engineer & Basin Manager,
Mahanadi Basin, Burla

Memo No. **5774** (WE) //Dated: **28.09.2026**

Copy along with its enclosure forwarded to the Head State Portal, IT Centre, Information & Technology Department, Odisha Secretariat, Bhubaneswar for information and necessary action. It is requested hoist the tender call notice in official web site of Government of Odisha names (https://www.tendersodisha.gov.in/ www.odisha.gov.in) on or before **05.10.2026**

Encl: e-procurement notice no- CE & BM- MB-**10**/2026-27(Online)
(both in Hard & soft copy)

Sd/-
Chief Engineer & Basin Manager,
Mahanadi Basin, Burla

Memo No. **5775** (WE) //Dated: **28.09.2026**

Copy forwarded to the, Director, Monitoring, O/o the Engineer-in-Chief, Water Resources, Odisha, Bhubaneswar to display the tender call Notice in the authorized Govt. web site of Water Resources Department www.dowrorissa.gov.inon or before **05.10.2026**

Encl: e-procurement notice no- CE & BM- MB-**10/2026-27(Online**)
(both in Hard & soft copy)

Sd/-
Chief Engineer & Basin Manager,
Mahanadi Basin, Burla

P.T.O.

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Memo No. **5776** //Dated: **28.09.2026**

Copy forwarded to the Director, Printing, Stationary & Publications, Government Press, Madhupatna (O) Cuttack and with a request to publish this notice in the next issue of the Odisha Gazette.

Sd/-
Chief Engineer & Basin Manager,
Mahanadi Basin, Burla

Memo No. **5777** //Dated: **28.09.2026**

Copy submitted to the Engineer-in-Chief, Water Resources, Odisha, Bhubaneswar / Engineer-in-Chief, Planning & Designs, Odisha, Bhubaneswar/ Engineer-in-Chief, Procurement, Odisha, Bhubaneswar/ All Chief Engineers, Water Resources Department/ Works Department/ Chief Engineer, Rural Works-1/ Roads/ Buildings/ N.H./ P.H. (Urban)/ All chief Construction Engineers of Water Resources Department/ Managing Director, IDCO/ OCC/ OBCC/ OLIC for information and necessary action.

Sd/-
Chief Engineer & Basin Manager,
Mahanadi Basin, Burla

Memo No. **5778** //Dated: **28.09.2026**

Copy submitted to the F.A.-cum-special secretary to Government W.R. Department, Odisha, Bhubaneswar for favour of kind information and necessary action.

Sd/-
Chief Engineer & Basin Manager,
Mahanadi Basin, Burla

Memo No. **5779** //Dated: **28.09.2026**

Copy forwarded to all Additional Chief Engineer/ Superintending Engineers/ Executive Engineers/ Liaison Officer, Mahanadi Basin Bhubaneswar under Chief Engineer & Basin Manager, Mahanadi Basin, Burla for information and necessary action.

Sd/-
Chief Engineer & Basin Manager,
Mahanadi Basin, Burla

Memo No. **5780** //Dated: **28.09.2026**

Copy to the Assistant Financial Advisor, Hirakud Dam Project, Burla/ Works Branch/ Cash Section/ Concerned work files/ Notice Board.

Sd/-
Chief Engineer & Basin Manager,
Mahanadi Basin, Burla

CONTRACTOR SUPERINTENDING ENGINEER

SECTION – I

DETAILED NOTICE INVITING TENDER (DNIT)

Section-I

DETAILED NOTICE INVITING TENDER

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3.0	Invitation	
4.0	Particulars of tender	
5.0	Down load of tender documents	
6.0	Pre-Bid Conference	
7.0	Opening of Tender	
8.0	General Instructions	

CONTRACTOR SUPERINTENDING ENGINEER

GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES
OFFICE OF THE CHIEF ENGINEER & BASIN MANAGER,
MAHANADI BASIN, BURLA-768017, DIST-SAMBALPUR(ODISHA)
E-mail Id- **cebmumbburla@gmail.com**

DETAIL NOTICE INVITING TENDER

Online tender is invited from prospective bidders for "Construction of Samasingha In-Stream Storage Structure across river Bheden near village Samasingha in Kolabira Block, District Jharsuguda, Odisha on "EPC-Turnkey" basis including power connectivity system and operation and maintenance of complete commissioned project for five years or five Flood Seasons whichever is more after successful commissioning of the Project"

Name of Work	Class/EMD /Tender Fee /Period of completion
Online tender is invited from prospective bidders for "Construction of Samasingha In-Stream Storage Structure across river Bheden near village Samasingha in Kolabira Block, District Jharsuguda, Odisha on "EPC-Turnkey" basis including power connectivity system and operation and maintenance of complete commissioned project for five years or five Flood Seasons whichever is more after successful commissioning of the Project"	Class of Bidder–Super class or equivalent Bidders. 1-EMD– **Rs. 1,26,08,000/-** 2-Tender Fee-**Rs. 10,000/-** to be transferred online (Non Refundable) 3-Period of Completion 30 calendar Months including rainy season

A.	Period of availability of bidding document.	Dated-05.10.2026 from 11.30 AM to Dated-18.11.2026 up to 5.00 P.M.
B.	Time and date for pre-bid conference	Dated-23.10.2026 at 11.30 AM Office chamber of the Chief Engineer & Basin Manager, Mahanadi Basin, Burla on virtual mode.
C.	Last date and time for receipt of bids	Dated-18.11.2026 up to 5.00 P.M.
D.	Place of sale, receipt of bids	Online through e-procurement.
E.	Time and date of opening of Technical Bid	Dated-19.11.2026 at 11.30 AM
F.	Place of opening of bids	Office of the Chief Engineer & Basin Manager, Mahanadi Basin, Burla At-Burla, District-Sambalpur, Odisha, Pin-768017, Odisha

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

CONTRACTOR SUPERINTENDING ENGINEER

SECTION-I

DETAILED NOTICE INVITING TENDER

1.0 **Introduction:** Government of Odisha proposes to build number of schemes of Barrages/weirs/ISS Structures across various rivers and major tributaries depending on the terrain in a period of next five years to enhance in stream storage for the water conservation for improving drinking water supply, augment flow & lift irrigation, water supply for industrial & commercial establishments and maintain minimum environmental flow requirements in different river basins of the state.

1.1 **The basic project profile based on the preliminary planning is furnished in Appendix BPP.** All structural components are to be designed as per the information provided in the appendix BPP following the stipulations under, but not limiting to, the relevant BIS codes, manuals etc. The pond height of the barrage is fixed to harness the potential fully with no submergence and minimum land acquisition.

1.2 The main components of the Barrage/ ISS/Weir will be (**a**) Foundation/ floor with cutoff, energy dissipation arrangement, pier, pier cap, abutments, return wall, divide wall, fish ladder (as per necessity) protection works flank walls and flared out walls or suitable measures as laid down in IS11130 (**b**) Scouring sluices shall be provided on both sides in case of weir in case of Barrages, scouring sluices shall be provided in both sides upto 500 m of overall waterway. When the overall waterway is more than 500m additional 2 numbers of sluice bays (adjacent to each other) shall be for each extra 500m overall waterway in between end sluices (**c**) Hydraulic gates with mechanically and electrically operated hoists including hoist supporting structure Automatic falling shutters(to be lifted automatically) in case of weir (**d**) afflux bund, guide bund/guide bank and downstream river embankment, approach embankment and bank protection works etc. (**e**) Bridge superstructure including bearings, parapet, wearing coat expansion joints etc. (**f**) Carriage Way width over Bridge considering available traffic and type of road (**g**) Ancillary Works as tabulated in Appendix-F4 (**h**) Electrical connectivity to the barrage site from the nearest 33/11 KV structure with 0.43KV step down substation and cables for hoist operation and lighting of sites, bridge and hoist bridge (**i**) A two storeyed building with 3000 square foot built up area RCC/framed Structure for Watchman and operator shed at the barrage site with an extra 1000 sqft framed structure for Control panel & Installation of DG set (**j**) Approach Road to the barrage site from the nearest connectivity and other ancillary works, if any (**k**) Necessary Plantation & Beautification.

1.3 The approximate value of work put to tender is **Rs. . 126,08,00,000/-**

2.0 INVITATION:

2.1 Online tenders for the following work is invited on EPC contract mode by the **Chief Engineer & Basin Manager, Mahanadi Basin, Burla** from eligible perspective bidders.

CONTRACTOR SUPERINTENDING ENGINEER

2.2 The concerned Bidder shall submit the certificate of registration with concerned State / Government bodies / Authority along with the tender.

2.3 The Bidder registered outside Odisha shall get himself registered in "Super" class in the state of Government of Odisha before signing of agreement.

2.4 Failure of taking action specified in Para 2.2 and 2.3 above, the concerned bidder shall be disqualified and they will be suspended for three years.

3.0 Particulars of Tender

a)	**Name of Department**	**:**	Department of Water Resources Govt. of Odisha.
b)	**Tender Notice Number**	**:**	BID Identification No. **CE&BM-MB-10/2026-27(Online)**
c)	**Period of Contract**	**:**	**30 calendar months** including Rainy season
d)	**Form of Contract**	**:**	EPC contract
e)	**Tender Type**	**:**	Online e-procurement
f)	**Tender category**	**:**	Works
g)	**EMD/Bid Security**	**:**	**1% EMD, Rs. 1,26,08,000/- to be paid through Bank Guarantee /Insurance Surety Bond /Online mode. BG/Insurance Surety Bond should be pledged in favour of Superintending Engineer, Main Dam Division, Burla**
h)	**Cost of Tender Document**	**:**	**Rs.10000/-to be transferred online (Non-refundable)**
i)	**Bid Submission**	**:**	Technical and Price bid through Online
j)	**Bid Validity**	**:**	**120 days from last date of submission of bid.**
k)	**Availability of tender online Start Date**	**:**	**Dated- 05.10.2026 from 11.30 AM**
l)	**Last date for Availability of tender online**	**:**	**Dated- 18.11.2026 up to 5.00 PM**
m)	**Seek clarification start date**	**:**	**Dated-05.10.2026 at 11.30 AM**
n)	**Seek clarification last date**	**:**	**Dated- 23.10.2026 up to 10.00 AM**
o)	**Last Date for Online submission of bid**	**:**	**Dated- 18.11.2026 up to 5.00 PM**
p)	**Pre-Bid meeting**	**:**	**On Dated-23.10.2026 at 11.30 A.M** onwards will be held in the Office of Chief Engineer & Basin Manager, Mahanadi Basin, Burla On virtual mode.
q)	**Technical Bid opening date**	**:**	**On Dated- 19.11.2026 from 11.30 AM** onwards. Place of Technical Bid opening: Office of the Chief Engineer & Basin Manager, Mahanadi Basin, Burla
r)	**Price Bid opening Date**	**:**	Date & place of opening of price bid shall be notified by the Tender Inviting Authority
s)	**Initial Security Deposit (ISD)**	**:**	The ISD @ 2% of the contract amount for each part of agreement in the shape of NSC/ Post Office Saving Account/ Post Office Time Deposit Account /Kishan Vikas Patra/ unconditional and irrevocable Bank Guarantee (BG) pledged in favour of **Superintending Engineer, Main**

			Dam Division, Burla from any Nationalized/ Scheduled Irrigation Division, Commercial Bank located anywhere in the country with branches at Bhubaneswar with facility of authentication & encashment at Local Branch / Insurance Surety Bond pledged in favour of **Superintending Engineer, Main Dam Division, Burla** (Vide Works Department OM No. WORKS-FA-MISCSB-0003-2026-4909/W, dated 12.03.2026.)
t)	**Performance Security**	**:**	**5%** of the gross amount of each running bills will be deducted
u)	**Authority Inviting Bids**	**:**	Chief Engineer & Basin Manager, Mahanadi Basin, Burla Address- At/Po- Burla, District-Sambalpur, Odisha, PIN-768017(Odisha) e-mail-cebmumbburla@gmail.com

4.0 DOWN LOAD OF TENDER DOCUMENTS

The tender documents are available online from date **05.10.2026 at 11:30 AM up to dated-18.11.2026 at 5:00 PM in the website www.tendersodisha.gov.in.** Interested bidders can view these tender documents online, and can download tender documents. Bidders who wish to submit their offer shall deposit specified tender document fees through online mode only**.**

5.0 PRE-BID CONFERENCE

5.1 **A Pre-Bid Meeting**, open to all prospective bidders, will be convened by the Chief Engineer & Basin Manger, Mahanadi Basin, Burla on **23.10.2026 at 11.30 AM through Virtual Mode.**

5.2 The purpose of this meeting will be to discuss and answer to the queries on any matter that may be raised by the bidder at that stage.

5.3 The bidders are requested to submit any query in writing, on-line in e-procurement portal or e-mail to reach the office of **Chief Engineer & Basin Manger, Mahanadi Basin, Burla** during the clarification seeking period as mentioned in NIT before pre-bid meeting.

5.4 Any modification of the bid documents that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer, by issuing an addendum to Bid Documents, which eventually become a part of the Agreement.

5.5 The proceedings of the pre-bid Meeting will be uploaded in the designated location of website and shall be treated as a part of bid document. No further information relating to pre-bid shall be provided to the bidder.

5.6 Non-attendance at the pre-bid meeting shall not be a cause for disqualification of the bidder.

CONTRACTOR SUPERINTENDING ENGINEER

SUBMISSION OF TENDER:

5.7 The bidders shall submit their tender online only. In case of any failure, malfunction or breakdown of electronic system used during the e-procurement process, the tender inviting authority shall not accept any responsibility for failure or breakdown.

5.8 The e-procurement applications are PKI (Public Key Infrastructure) enabled and supports the digital Signature certificates (DSC) of appropriate class (Class-II or Class-III) issued from a registered Certifying Authority (CA) as stipulated by Controller of Certifying Authorities (CCA), Government of India such as n-code, Sify, TCS, e-Mudhra etc., for signing the bids at the time of submission by contractor. The contactor has to procure digital Signature certificates issued by above authority as per the procedure. Digitally signed bids are to be submitted electronically through e-procurement, without which the tender will not be considered for opening the price Bid.

5.9 Suitable training will be given by State Procurement Cell, Nirman Soudh, Bhubaneswar to the bidders interested to know the procedure of bid submission on e-procurement platform. The telephone No is 18003456765 (Toll free), 0674-2530998.

5.10 The bidders would be required to register on the e-procurement market place www.tendersodisha.gov.in and submit their bid online. The Department will not accept any bid submitted in the paper form. The bidders should quote their Tender contract price at the prescribed field / place provided in the e-market place.

5.11 The bidder may ask question online in the e-procurement portal using his/her DSC, provided the questions are raised within the period of seeking clarification as mentioned in the particular of tender. The officer inviting tender will clarify queries related to the tender.

5.12 Intending bidders can contact the **Chief Engineer & Basin Manger, Mahanadi Basin, Burla** for any clarification, and information on any working day during working hours. No clarification will be entertained after the pre-bid meeting

5.13 The bidders are requested to submit the bids in single stage with two covers.

Cover-1: Qualification criteria and Technical bid and

Cover-2 : Financial bid in separate

6 **OPENING OF TENDER**

The Technical Bid will be opened on 19.11.2026, 11:30 AM on website **www.tendersodisha.gov.in** as mentioned in Para 3.0(q) above. Intending bidders or their representative who wish to participate in online tender opening can log on to **www.tendersodisha.gov.in** on the due date and time after online opening of the bid by the authorized officer. The bidders who wish to remain present at Office chamber of **Chief Engineer & Basin Manger, Mahanadi Basin, Burla**, premise at the time of tender opening can do so. Only one representative of each firm will be allowed to remain present. The price bid will be opened after Government's decision on technical bid of tender.

CONTRACTOR SUPERINTENDING ENGINEER

7 GENERAL INSTRUCTIONS

7.1 The cost of tender document will not be refunded under any circumstances.

7.2 The Bid along with EMD specified in tender document only shall be accepted.

7.3 The bid shall be valid for **One hundred twenty (120) days** from the last date of submission of bid on line.

7.4 Tenders without Tender document fees, EMD and which do not fulfil all or any of the condition or submitted incomplete in any respect will be rejected.

7.5 Conditional tender shall not be accepted.

7.6 Government reserves the right to accept or reject any or all tenders without assigning any reason thereof.

7.7 The bid document shall form a part of contract and only required documents need to be uploaded during online bid submission for evaluation of bid.

7.8 The bidders are advised to read carefully the "Instruction to Bidders" contained in the tender documents at section-II.

7.9 The website address for e -Tendering is www.tendersodisha.gov.in

7.10 The details of the above notice will be available on www.tendersodisha.gov.in

7.11 **Defect liability period: 5(five) years** from the date of commissioning of the project.

7.12 Operation & Maintenance period: 5(Five) years from the date of commissioning of the project or 5(Five) flood seasons whichever is higher.

7.13 The dates stipulated in the NIT are firm and under no circumstances they will be relaxed unless officially extended/modified.

7.14 Other terms and conditions shall be applied as per terms and condition of the tender documents.

7.15 Joint Venture tender is acceptable**.**

7.16 **The EMD amount**, besides on-line transfer of EMD, the bidders are also allowed to furnish EMD off-line in shape of Bank Guarantee (BG) from the schedule bank having its branch in Odisha/ Insurance Surety Bond issued by an Insurance Company authorized by the Insurance Regulatory and Development Authority of India (IRDAI). For this purpose, the bidders should upload scanned copy of the BG/ Insurance Surety Bond to the portal in designated location and submit the Original BG/ Insurance Surety Bond before the Tender Inviting Authority within **5 (five) days** of opening of technical bid failing which their bids shall be treated as non-responsive & liable for rejection. The intending bidders, who want to deposit the EMD money through Bank Guarantee (BG)/ Insurance Surety Bond should be drawn in favour of the **Superintending Engineer, Main Dam Division, Burla** (Vide Works Dept. OM No. WORKS-FA-MISCSB-0003-2026-4909/W, dtd. 12.03.2026.)

7.17. **Additional Performance Security (APS**) shall be taken on 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 below20% of the project cost put to bid:

The additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid prices 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 shall be applied on bid price.

III. Where the bid price is 20% or more below the project cost put to bid:

The additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid prices below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee shall be applied on 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 0.50% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.

The Additional Performance Security (APS) shall be furnished in shape of Term Deposit Receipt pledged in favour of **Superintending Engineer, Main Dam Division, Burla, Dist.-Sambalpur**/ Bank Guarantee in favour of the of **Superintending Engineer, Main Dam Division, Burla, Dist.-Sambalpur** from any Nationalized / Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar and Insurance Surety Bond issued by an Insurance Company authorized by the Insurance Regulatory and Development Authority of India (IRDAI) 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. Further, proceeding for blacklisting shall be initiated against the bidder.

7.18. The following clarification are issued on Works department Office Memorandum No. 173 dated-03.01.2026.

I.The phrase".... to abolish the extant provisions of threshold negative bid caps (14.99%) introduced....." in the first para of the Works Department OM No. 173, dated. 03.01.2026 may be read as ".... 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 Department OM No. 1437 dt, 31.01.2023."

II. If more than one bid is quoted (decimal up to 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

Further details can be seen from e-procurement portal www.tendersodisha.gov.in.

Sd/-
Chief Engineer & Basin Manager,
Mahanadi Basin, Burla

CONTRACTOR SUPERINTENDING ENGINEER

Memo No. **5783** //Dated: **28.09.026**

Copy forwarded to the Director, Information and Public Relation Department, Govt. of Odisha, Bhubaneswar for information and necessary action.

Sd/-
Chief Engineer & Basin Manager,
Mahanadi Basin, Burla

Memo No. **5784** //Dated: **28.09.026**

Copy forwarded to the Head State Portal, IT Centre, Information & Technology Department, Odisha Secretariat, Bhubaneswar for information and necessary action. It is requested hoist the tender call notice in official web site of Govt. of Odisha names (https://www.tendersodisha.gov.in/www.odisha.gov.in) on or before **05.10.2026**.

Sd/-
Chief Engineer & Basin Manager,
Mahanadi Basin, Burla

Memo No. **5785** //Dated: **28.09.026**

Copy forwarded to the, Director, Monitoring, O/o the Engineer-in-Chief, Water Resources, Odisha, Bhubaneswar to display the tender call Notice in the authorized Govt. web site of Water Resources Department www.dowrorissa.gov.in on or before **05.10.2026**

Sd/-
Chief Engineer & Basin Manager,
Mahanadi Basin, Burla

Memo No. **5786** //Dated: **28.09.026**

Copy forwarded to the Director, Printing, Stationary & Publications, Government Press, Madhupatna (O) Cuttack and with a request to publish this notice in the next issue of the Odisha Gazette.

Sd/-
Chief Engineer & Basin Manager,
Mahanadi Basin, Burla

Memo No. **5787** //Dated: **28.09.026**

Copy submitted to the Engineer-in-Chief, Water Resources, Odisha, Bhubaneswar / Engineer-in-Chief, Planning & Designs, Odisha, Bhubaneswar/ Engineer-in-Chief, Procurement, Odisha, Bhubaneswar/ All Chief Engineers, Water Resources Department. / Works Department/ Chief Engineer, Rural Works-1/ Roads/ Buildings/ N.H./ P.H. (Urban)/ All chief Construction Engineers of Water Resources Department/ Managing Director, IDCO/ OCC/ OBCC/ OLIC for information and necessary action.

Sd/-
Chief Engineer & Basin Manager,
Mahanadi Basin, Burla

Memo No. **5788** //Dated: **28.09.026**

Copy forwarded to all Additional Chief Engineer/ Superintending Engineers/ Executive Engineers/ Liaison Officer, Mahanadi Basin Bhubaneswar under Chief Engineer & Basin Manager, Mahanadi Basin, Burla for information and necessary action.

Sd/-
Chief Engineer & Basin Manager,
Mahanadi Basin, Burla

Memo No. **5789** //Dated: **28.09.026**

Copy to the Financial Advisor, Hirakud Dam Project, Burla/ Works Branch/ Cash Section/ Concerned work files/ Notice Board.

Sd/-
Chief Engineer & Basin Manager,
Mahanadi Basin, Burla

CONTRACTOR SUPERINTENDING ENGINEER

SECTION – II

INSTRUCTION TO BIDDERS

CONTRACTOR SUPERINTENDING ENGINEER

SECTION – II

INSTRUCTION TO BIDDERS

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SECTION – II

INSTRUCTION TO BIDDERS

1.0 SPECIAL ATTENTION:

1.1 **The tenders are invited on EPC contract from prospective eligible contractors/ firms who are registered as super class contractor with Government of Odisha**. Contractors registered in equivalent grade outside Odisha are also eligible. However, they shall get themselves registered in super class in the State of Odisha before signing of agreement.

1.2 All bidders are urged to submit a written/ online request immediately upon receipt of the tender documents for the matter where clarification and/ or additional information are desired, along with the details of work. All such request should reach the authority inviting tender through e-mail on or before **dt. 23.10.2026 up to 10:00 A.M.**

1.3 The bidders are advised to visit the site before quoting the bid. They should ascertain all the required data for completion of the work in EPC mode.

1.4 The tender document shall be submitted as per procedure laid down in Section -II, Para No. 15.

1.5 Tender shall be opened as per procedure laid down in Section – II, Para 16.

1.6 All bidders are cautioned that bid containing any deviation from the contractual terms and conditions, specifications or requirements shall be rejected as non-responsive.

1.7 Conditional bid will be rejected outright. No condition shall be included in tender.

1.8 Alternative bids are not acceptable.

1.9 Evaluation of bid will be done when tender is considered responsive as per tender condition.

1.10 Bidder shall have to declare regarding correctness of the tenders submitted in the prescribed format.

1.11 The Department / authority reserve the right to qualify /disqualify any bidder without assigning any reason thereof.

1.12 Bidders shall be disqualified if they have made untrue or false representation in the forms, statements and attachments required in the bid documents;

or

Record of poor performance either due to technical or financial or any other reasons.

1.13 If the bidder has submitted tender fee and EMD on line, the request of the bidder for not opening of bid shall not be accepted in any circumstances.

1.14 The contractor intending to hire/lease equipment / machineries are required to furnish proof of ownership from the company/person providing equipment / machineries on hire/lease deed should cover the entire period of work. In the event of non-submission of above specified documents in proper shape, the document will be summarily rejected.

1.15 Before releasing the work order after finalization of tender, it should be ensured that the contractors shall have provident Code Number, if applicable and the contractor shall also ensure compliance of the EPF & MP Act ,1952 by the sub-contractors, if any engaged by the contractor for the said work. (This is as per Lr No.1909(41)/LESI dated 04.3.2017 of Labour and ESI Department, Government of Odisha)

1.16 The bidder shall have to upload all required documents as per the submittals and Clause No. 14 of Section – II duly scanned with his bid. Only scanned copy uploaded shall be

considered. The bid shall be considered non– responsive if any required documents are not uploaded duly scanned during online submission of bid.

2.0 DEFINITIONS:

In this document the following words and expressions have the meaning hereby assigned to them.

2.1 **Bidder:** Firm, Limited Company or Corporation, as eligible put to tender.

2.2 **Contractor**: Shall mean the Bidder whose bid will be accepted by the Owner for the award of the Works and shall include such successful Bidder's legal representatives, successors and permitted assigns.

2.3 **Government / Owner / Employer:** Means the Government of Odisha / Department of Water Resources (or Employer or Owner).

2.4 **Online:** Any activity that is done on website is referred as 'Online' activity for e.g., Submission of Price Bid online would mean that the Price Bid has to be submitted in website.

2.5 **Offline:** Any activity that is done in conventional route is referred as 'Offline' activity for e.g., Submission of Earnest Money Deposit in Offline fashion would mean the Earnest Money Deposit is to be Submitted in Form of Demand Draft and is to be physically sent to the concerned officer.

2.6 **e-Tender:** Tender in which you can participate online by means of log in on to the respective website is e-Tender.

2.7 **Digital Signature:** Any electronic documents, which contains encrypted message digest using hash algorithm and Tenders public key is known as Digitally Signed Documents and the process of generating such document is called digitally signing it.

2.8 **Scanned Copy:** Electronic Copy of any document generated using a Scanner is called scanned copy.

2.9 **System:** Means the computer which hosts the website **(www.tendersodisha.gov.in**) where bidders can participate in the tendering process online.

2.10 **Upload:** The process of transferring electronic document from bidder's computer using internet connection to the website is called uploading.

2.11 **Approved / Approval:** Means approval in writing.

2.12 **Construction Plant:** Means all equipment, appliances or things of whatsoever nature required for the execution, completion or maintenance of the work or temporary works but does not include materials or other things intended to form or forming part of permanent work.

2.13 **Contract:** Means the instructions and information for bidders, general and special conditions of contract, specifications, drawings, tender (including schedules of quantities & tender prices), the formal agreement and all addenda and attachments related to the above.

2.14 **Drawings:** Means the drawings referred to in the specifications, any modifications of such drawings approved in writing by Appropriate Authority and such other drawings as

may, from time to time, be furnished or approved in writing by the Engineer-in-charge.

2.15 **Engineer/Engineer-in-Charge:** Means the Divisional Officers in charge of the works, specified parts of the works under the contract or such other departmental Assistant Executive Engineers / Assistant Engineers/ Junior Engineers to whom the Engineer-in-charge may have delegated certain duties, acting separately within the scope of the particular duties entrusted to them.

The contractor will be given a copy of the Government / Department authorization designating the Engineer-in-charge by designation and delegating him his authority at the time when contract is signed. It is however, to be distinctly understood that, no delegation of powers shall be made to such departmental assistants or subordinates, except in respect of supervision to ensure compliance of the contract conditions.

2.16 **Contract Price:** Means the agreed amount stated in the Contract Agreement for the survey, investigation, planning, design, execution, completion and commissioning of the work including remedying of any defects and operation and maintenance of the work on EPC mode

2.17 **Contractor's Equipment:** Means all apparatus, machineries, vehicles and other things required for the execution and completion of the works and the remedying of any defects including operation and maintenance of the work. However, Contractor's Equipment excludes Temporary works, Employer's equipment (if any) plant, materials and any other things intended to form or forming part of the permanent works.

2.18 **Goods:** Means Contractor's Equipment, Materials, Plant and Temporary Works, or any of them as appropriate.

2.19 **Materials:** Means things of all kinds (other than Plant) intended to form or forming part of the Permanent Works, including the supply only materials (if any) to be supplied by the Contractor under the Contract.

2.20 **Permanent Works:** Means the permanent works to be designed and executed by the Contractor under the Contract.

2.21 **I.S.S/ B.I.S:** Means Indian Standard specifications.

2.22 **Month:** Means from the beginning of a given date of calendar month to the end of preceding date of the next calendar month.

2.23 **Week:** Means seven consecutive days.

2.24 **Rupees`:** Means Rupees of Indian Currency.

2.25 **Site:** Means the lands and other places on, under, in or through which, the works are to be executed or carried out and any other lands or places provided by the Owner for the purposes of the contract together with such other places as may be specifically designated in the Contract or subsequently approved as forming part of the site.

2.26 **Divisional Officer: -** Means the Superintending Engineer/Executive Engineer in overall charge of the works i.e. Engineer-in-Charge.

2.27 **Temporary Works:** Means all temporary works of every kind required for performance of the Contract.

2.28 **Works:** Means the works to be executed in accordance with the contract.

2.29 **Country:** Means the Country in which the site (or most of it) is located, where the Permanent Works are to be executed i.e., INDIA.

2.30 **'Sub-Contractor'** shall mean the person named in the Contract for any part of the Works or any person to whom any part of the Contract has been sublet by the Contractor with the approval in writing of the Engineer and will include the legal representatives, successors and permitted assignees of such person.

2.31 **'Consulting Engineer'/'Consultant'** shall mean any firm or person duly appointed as such from time to time by the Owner.

2.32 '**Specification**' shall mean the Technical Specifications forming a part of the Contract and such other schedules and drawings as may be mutually agreed upon.

2.33 The term **'Erection Portion**' of the Contract Price shall mean the value of field activities of the Contract including erection, testing and commissioning to be performed at Site by the Contractor.

2.34 **'Manufacturer's Works'** or **'Contractor's Works'** shall mean the place of work used by the Manufacturer, the Contractor, their Collaborators or Subcontractors for the performance of the Works.

2.35 '**Inspector**' shall mean the Owner or any person nominated by the Owner from time to time, to inspect the equipment stores or works under the Contract and/or the duly authorized representative of the Owner.

2.36 '**Notice of Award of Contract'/'Letter of Award'/'Telex of Award'** shall mean the official notice issued by the Owner notifying the Contractor that his proposal has been accepted.

2.37 **'Date of Contract'** shall mean the date on which both the parties have signed the Contract Agreement.

2.38 '**Writing**' shall include any manuscript, type-written or printed statement, under or over signature and/ or seal as the case may be.

2.39 When the words 'Approved', 'Subject to Approval', 'Satisfactory', 'Equal to', 'Proper' 'Requested', 'As Directed', 'Where Directed', 'When Directed', 'Determined by', 'Accepted', 'Permitted' or words and phrases of like import are used, the approval, judgment, direction etc. is understood to be Ī function of the Owner/Engineer.

2.40 "**Consumer installation**": means any composite electrical unit including electric wires, fittings, motors, transformers and apparatus portable and stationary, indoor, outdoor and underground erected and wired by or on behalf of the consumer in one and at the same premises.

2.41 **'Completion of Erection of Sub-Station'** shall mean the erection of all the equipment & accessories within boundaries of sub-station as per the scope of work & dry test run.

2.42 **'Completion of Erection of Distribution Lines'** shall mean Completion of all lines from a distribution transformer to consumer including erection of service lines, if in scope of contractor & dry testing of the same.

2.43 **'Completion of Commissioning'** for electrical works shall mean the Charging & continuous operation of the sub-station, transformers & lines for 48 hours without any interruption.

2.44 **'Guarantee Period'/Maintenance Period'** shall mean the period during which the Contractor shall remain liable for repair or replacement of any defective part of the Works performed under the Contract.

2.45 'Flood Seasons' shall mean the period from 1st June to 31st October.

2.46 '**Codes**' of electrical works shall mean the following, including the latest amendments, and/or replacements, if any:

(a) International Electro-Technical Commission, Geneva, Switzerland i.e. IEC.
(b) Indian Electricity Act, 1905, and Rules and Regulations made there under.
(c) Indian Factory Act, 1948, and Rules and Regulations made there under.
(d) Indian Explosives Act, 1884, and Rules and Regulations made there under
(e) Indian Petroleum Act, 1934, and Rules and Regulations made there under
(f) A.S.M.E. Test Codes.
(g) A.I.E.E. Test Codes.
(h) American Society of Materials Testing Codes.
(i) Bureau of Indian Standards, New Delhi.
(j) Other Internationally approved standards and/ or Rules and Regulations touching the subject matter of the Contract.

2.47 Words importing the singular only shall also include the plural and vice-versa where the context so requires.

2.48 Words importing 'Person' shall include firms, companies, corporations and associations or bodies of individuals, whether incorporated or not.

2.49 Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Sale of goods Act (1930), failing that in the Indian Contract Act (1872) and failing that in the General Clauses Act (1897).

3.0 GENERAL DESCRIPTION OF THE WORK: "Construction of Samasingha In-Stream Storage Structure across river Bheden near village Samasingha in Kolabira Block, District Jharsuguda, Odisha on "EPC-Turnkey" basis including power connectivity system and operation and maintenance of complete commissioned project for five years or five Flood Seasons whichever is more after successful commissioning of the Project"

the details of which are given below.

Sl No	River	Location			Catchment area in Sq Km
		Village	Block	District	
1	Bheden	Samasingha	Kolabira	Jharsuguda	2438.0 Km^2

4.0 BRIEF DESCRIPTION & SCOPE OF WORK UNDER THIS TENDER:

The project is proposed to be implemented on Engineering, Procurement and Construction (EPC) contract.

Scope of work as envisaged includes:

- Survey, investigation, sub-soil foundation exploration for Planning, fixing alignment , designing and Engineering of Barrage to create in-stream storage with least submergence on main river & its upstream tributaries upto end of proposed back water of the barrage and appurtenant works, like Scouring sluice, abutments, guide walls, afflux bund / guide banks/ embankments & other ancillary works of the main river & its tributaries in upstream side to avoid any type of submergence, Bridge, approach road, electrical connectivity, watchman and operator shed ,processing of land acquisition as per L.A. act including environment &forest clearance, if any, design and execution of civil and hydro-mechanical works, as per Technical specification, relevant I.S. Codes, CWC Manuals, Circulars issued by Department from time to time etc.
- Preparation of Detail Project Report (DPR) with detail hydrological analysis lay out of all components with principles of design& detail investigation taken up for approval of Technical Advisory Committee (TAC).
- Detail Design of all components of work on approval of DPR by TAC and processing it for approval by competent authority of Department of Water Resources, Government of Odisha.
- Preparing item wise cost analysis for the entire work on the basis of approved alignment and design, clubbing items with reference to the breakup of payments to form the basis of intermediate payments.
- Preparing temporary land acquisition cases for borrow area required if any, land acquisition cases on the basis of approved alignment, Preparation of land schedules for Private land, Govt. land, forest land if any and property cases if any such as wells, trees, houses etc. submitting to the department, pursuing the same with LAO and getting approval / award from competent authority as per LA act, processing the Right of way/Right of use permission from the concerned line departments if required, Processing for forest clearance etc. if required.
- Construction of Barrage/ISS and appurtenant works including abutments, guide bunds etc according to the approved design-drawings, specifications of the department, relevant I.S. Codes, CWC/ CBIP Manuals/ Circulars issued from time to time. Appendix F1, Section-IX, Vol-1 & Appendix BPP to be referred.
- Construction of gate works including hoist, hoist supporting structure, including embedded parts etc complete as per approved design, drawings, specifications of the department, relevant I.S. Codes, CWC Manuals, Circulars issued by department from time to time. Appendix F2, Section-IX, Vol-1 & Appendix EM to be referred.
- Construction of a two storied building with 3000 square foot built up area RCC/framed Structure for Watchman and operator shed at the barrage site with an extra 1000 sqft framed structure for Control panel& Installation of DG set, including electrification,

water supply and sanitation etc. complete.

- Construction of black topped approach road as per the drawing and plantation of shady trees along the bank in the Barrage area & along approach Roads.
- Providing suitable electrical connectivity to the Barrage /ISS site from the nearest 11/33 KV structure with drawal of 11KV line, construction of 0.43 KV step down substation including all components near Barrage along with the cable/LT line required for hoist operation and lighting of the barrage site.
- Trial and Commissioning of the constructed Barrage and its appurtenant works and making good the defects during the defect liability period of 60 months from the date of commissioning which is inclusive in the quoted rate
    - Beautification of site.
    - Operation & Maintenance:
        1) Operation & Maintenance of the barrage for five years or five flood seasons whichever is more.
        2) Capacity building of O&M staff of Government
        3) Preparation of operation and maintenance manual of the Barrage**.**

4.1 **Other Responsibilities**:

4.1.1 The scope also includes necessary co-ordination and management to obtain consent or permission from affected bodies/ authority/ parties whose damage to property is involved in construction of all the components. The contractor will be responsible for processing all the documents required for permission for right way/right of use from Govt., Semi Govt. and private parties etc. All statutory charges required to be paid for this shall be borne by the Govt.

4.1.2 The Engineer-in-Charge will sign the necessary documents required for permissions/ clearances/land acquisition. Required co-ordination for sanction from the concerned authority & NOC from the concerned authority / field owner for satisfactory completion shall be provided by the bidder.

4.1.3 On satisfactory completion of the work required NOC is to be obtained from the concerned department by the bidder. For Acquisition of land from private land owners, the contractor is to demarcate the acquisition area, prepare the land acquisition schedules & other schedules prescribed by Government & process the acquisition as per the prevailing land acquisition Act. The Department will sign all the documents required for this purpose. The cost of the land as per the Government rules in force will be borne by the Government. Processing of the proposal for alienation of Government land and forest land is also the responsibility of the contractor. The contractor shall be responsible for compensation to be paid for standing crops, trees etc. and the cost there upon shall not be borne by the Government.

4.14 Forest land Acquisition: During planning & Design of the Barrage-cum-Bridge care shall be taken by the contractor to avoid forest land. In unavoidable situations, the

contractor shall process all forest clearance paper works on behalf of the Department. Cost of forest land, if any to be acquired & Cost of afforestation if any required shall be paid by the Department.

5.0 PARTICULARS PROVISIONAL

The particulars of the proposed work given herein as well as in the accompanying brief note are provisional and must be considered only as advance information to assist applicants.

6.0 COMMUNICATION

6.1 **Airports:** Bhubaneswar/Jharsuguda are the nearby airport in Odisha.

6.2 **Railways:** main railway station nearest to the work site available.

6.3 **Roads:** Nearest towns are connected by MDR & State Highway.

6.4 **Approach to work site:** The bidder has to make his own arrangement for approaching to the work site from nearest point of connecting roads.

7.0 GENERAL FACILITIES:

7.1 **Transport Communication Facilities:** The contractor has to make arrangement at his own cost to transport all his construction equipments, construction materials and labour to work site.

7.2 **Availability of Labour:** Both Semi-skilled & unskilled labour required for the work are available in project area and it is preferable to engage local labour, However the Contractor must make his own arrangements for labour/ machineries/ equipment.

7.3 **Availability of petrol, Diesel and other lubricants:** The nearest petrol pumps for procurement of petrol, diesel and other lubricants are available at nearest State High ways/ National high ways/ Sub-Division/District Head Quarters. The contractor shall make his own arrangement for procurement of same at his own cost required for the machineries and equipments engaged for the work.

7.4 **Electricity Supply:** The Contractor shall make his own arrangement for extension of electric connection at his own cost from the Distribution Companies if so required by him**.**

7.5 **Housing Facilities:** Private house may not be available in the vicinity of the work site. The Contractor shall make his own arrangement for housing the Laborers, workers and staff at the work site.

7.6 **Medical Aid:** The Health Centre is available at Govt. Hospitals at the nearest Block/Sub-Division/District head quarters. However, the Contractor shall make first aid arrangement at his own cost in accordance with rule and regulations of prevailing Labour Act.

7.7 **Post, Telegraph & Telephones:** Post, Telegraph, Telephones & Fax are available at Block/Sub-Division/District head quarters. The site is covered by different mobile networks.

8.0 CLIMATE AND WORKING SEASON:

8.1 Climate: The Project area has moderate climate with temperature varying from 7^{O}C to 45^{O}C. The rainy season is generally confined to four months **from 15th June to 15th October.**

8.2 **Working Season:** Since rainfall is confined mainly to the period starting from middle of June to the middle of October, it may be necessary to close the work of concrete during the monsoon. However, the earthwork work and power connectivity work can be continued in dry spells during the monsoon.

9.0 COST OF BIDDING:

All costs and expenses incidental to preparation of the proposals, to attend discussion and conferences, if any, including pre award discussion with the successful bidder, technical and other presentation including any demonstration, etc. shall be borne by the bidders and the Employer shall bear no liabilities whatsoever on such cost and expenses.

10.0 LANGUAGE OF TENDER:

Tender documents shall be submitted in prescribed form in English only. All literature or correspondence in connection with tender shall be made in English only.

11.0 BID VALIDITY:

11.1 Bids shall remain valid for a period of not less than One hundred twenty (120) days from the last date of submission of Bids.

11.2 During the above mentioned period no plea by the Bidder for any sort of modification of the Bid based upon or arising out of any alleged misunderstanding of misconceptions or mistake or for any reason will be entertained.

11.3 In exceptional circumstances, prior to expiry of the original time limit, the Bid Inviting Officer may request the bidders to extend the period of validity for a specified additional period. Such request to the bidders shall be made in writing.

12.0 METHOD OF TENDERING:

12.1 If the tender is uploaded by an individual, it shall be digitally signed by the individual.

12.2 If the tender is uploaded by a proprietary firm, it shall be digitally signed by the proprietor.

12.3 If the tender is uploaded by a firm in partnership, it shall be digitally signed by a partner holding a registered power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the tender, a certified copy of the partnership deed, full name, current address of the firm, current addresses of all the partners of the firm shall also accompany the tender.

12.4 If the tender is uploaded by a limited company or a corporation, it shall be digitally signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded. They should also furnish Articles of Memorandum of Association.

12.5 Each bidder shall submit only one bid for the particular work. A bidder who submits more than one bid in the particular work will be disqualified.

13.0 EARNEST MONEY DEPOSIT (EMD):

13.1 The bid must be accompanied with EMD, which should be transferred through online mode / unconditional and irrevocable Bank Guarantee (BG) pledged in favour of the Divisional Officer as specified in the Bid document in the standard format on any Nationalized/ Scheduled Commercial Bank located anywhere in the country with Branches at Bhubaneswar with facility of authentication & encashment at Bhubaneswar Branch. Standard format for Bank Guarantee for EMD provided at Annexure-I of SECTION-III in the bid document**.** The intending bidders, who want to deposit the EMD money through Bank Guarantee (BG)/ Insurance Surety Bond should draw the BG/ Insurance Surety Bond in favour of the **Superintending Engineer, Main Dam Division, Burla. (Vide Works Dept. OM No. WORKS-FA-MISCSB-0003-2026-4909/W, dtd. 12.03.2026.)**

13.2 (i) The bid without EMD will be summarily rejected.

(ii The EMD will be forfeited in case, where bidders/tenderers back out from the offer before acceptance of tender by the competent authority.

13.3 The Bidder shall be suspended for a period of three years on the following reasons.

13.3.A if the Bidder withdraws the Bid during the validity period of Bid.

13.3.B In case of successful Bidder, if the bidder fails to submit ISD& Additional Performance Security Deposit as specified in instructions to bidder.

13.3.C In the case of a successful Bidder, if the bidder fails to sign the Contract for whatever the reason.

13.4 If required, the Department may request to extend the bid validity period.

14.0 ACCOMPANIMENTS TO TENDER:

The bidder shall have to upload following legible documents duly signed digitally.

14.1 Scanned copy of the PAN/ TIN and GST.

14.2 Declaration showing the works on hand with the bidder and the value of works that remain to be executed in each case in prescribed forms required for evaluation of qualification of the bidder.

14.3 Scanned copy of the certificate of Registration as Approved Bidder of concerned State Government / Railway / CPWD / Government bodies.

14.4 Scanned copy of Demand draft towards tender document fee and EMD

14.5 Scanned copy of current year solvency certificate & Credit Facility available from any nationalized bank / scheduled bank so as to access the capability of the bidder for execution of work.

14.6 The copy of power of attorney, if power is delegated for signing the bid to other person by the bidder. (As per para 12 of Section-II)

14.7 Forms with Annexures shall have to be submitted in Electronic form and where the space / window of the prescribed form are not sufficient to fill required matter, bidder may submit the details in separate “scanned sheet”. In online submission, the bidders have to mention relevant form number in heading of above mentioned separate “scanned sheet”,

14.8 Other documents as mentioned in Tender Notice.

All other documents mentioned in the tender documents in physical form shall also be uploaded.

15.0 SUBMISSION OF TENDER:

15.1 The bidders shall submit their tender online only. In case of any failure, malfunction or breakdown of electronic system used during the e- procurement process, the tender inviting authority shall not accept any responsibility for failure or breakdown other than in those systems strictly within their own control.

15.2 The e-procurement applications are PKI (Public Key Infrastructure) enabled and supports the digital Signature certificates(DSC) of appropriate class (Class-II or Class-III) issued from a registered Certifying Authority (CA) as stipulated by Controller of Certifying Authorities(CCA), Government of India such as n-code, Sify, TCS, e-Mudhra etc., for signing the bids at the time of submission by contractor.

15.3 The contactor has to procure digital Signature certificates issued by above authority as per the procedure. Digitally signed bids are to be submitted electronically through e-procurement, without which the tender will not be considered for opening the price Bid.

15.4 Suitable training will be given by State Procurement Cell, Nirman Soudh, Bhubaneswar to the bidders interested to know the procedure of bid submission on e-procurement platform. The telephone No is 18003456765 (Toll free), 0674-2530998.

15.5 The bidders would be required to register on the e-procurement market place www.tendersodisha.gov.in and submit their bid online. The Department will not accept any bid submitted in the paper form.

The bidders should quote their Tender contract price at the prescribed field / place provided in the e-market place.

15.6 The bidder may ask question online in the e-procurement portal using his/her DSC, provided the questions are raised within the period of seeking clarification as mentioned in the particular of tender. The officer inviting tender will clarify queries related to the tender.

15.7 Intending bidders can contact the office of the **Chief Engineer & Basin Manager, Mahanadi Basin, Burla** for any clarification, and information on any working day during working hours. No clarification will be entertained after the pre-bid meeting.

15.8 The bidders are requested to submit the bids in single stage with two covers**. Cover-1: Qualification criteria and Technical bid and Cover-2: Financial bid in separate.**

15.9 All Bidders including joint venture should submit the certified copies and fulfil the following criteria.

a) The bid shall include all the information's listed as below: -

(i) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;

(ii) Total monetary value of construction work performed by each partner during the last five years;

(iii) Experience in works of a similar nature and size for each partner in the last five years, and details of works or committed contracts; and clients who may be contacted for further information on those contracts;

(iv) Major items of construction equipment proposed to carry out the Contract;

(v) Qualifications and experience of key site management and technical personnel proposed for the Contract;

(vi) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;

(vii) Evidence of adequacy of working capital for this contract (access to line (s) of credit and availability of other financial resources);

(viii) Authority has the right to seek references from the Bidder's bankers;

(ix) Information regarding any litigation or arbitration resulting from contracts executed by the Bidder in the last five years or currently under execution. The information shall include the names of the parties concerned, the disputed amount, cause of litigation, and matter in dispute if any;

(x) The proposed methodology and programme of construction including Environmental Management Plan backed with equipment, materials and manpower planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

b) Bids from joint ventures are acceptable

Bids from joint venture of maximum two firms as partners are acceptable.

For determining the eligibility of Applicants for their qualification hereunder, the following shall apply:

A. (a) The Applicant for qualification may be a single entity or a group of entities (the "Joint Venture"), coming together to take part in Bid competition. However, no applicant applying individually or as a member of a Joint Venture, as the case may be, can be member of another Applicant. The term Applicant used herein would apply to both a single entity and a Joint Venture.

(b) An Applicant may be a company incorporated under the Indian Companies Act, 1956 or a combination of companies with a formal intent to enter into a Joint Venture agreement or under an existing agreement to form a Joint Venture. A Joint Venture shall be eligible for consideration subject to the conditions as mentioned.

(c) An Applicant shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

(i) the Applicant, its Member or any constituent thereof and any other Applicant, its Member or any constituent thereof have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed

share capital of such Applicant, Member, as the case may be), in the other Applicant, its Member is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956. For the purposes of this Clause 79 (c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

(ii) a constituent of such Applicant is also a constituent of another Applicant; or

(iii) such Applicant receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its Member thereof; or

(iv) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or

(v) such Applicant has a relationship with another Applicant, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Application of either or each other; or

(vi) such Applicant has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

(d) An Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Applicant, or any of its Members, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant, its Member in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of the NIT. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

Explanation: In case an Applicant is a Joint Venture, then the term Applicant as used in this document, shall include each Member of such Joint Venture.

B. The bid and, in case of a successful bid, the Agreement, shall be signed by the lead partner so as to be legally binding on all partners;

C. The partner having the highest share shall be created as the lead partner. The lead partners shall be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized

signatories of all the partners;

D. the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of all partners of the joint venture and the entire execution of the contract, including payment, shall be done exclusively with the partner in charge;

E. all partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under [c] above, as well as in the bid and in the Agreement [in case of a successful bid];

F. the joint venture agreement should indicate precisely the role of all members of JV in respect of planning, design, construction equipment, key personnel, work execution, and financing of the project. All members of JV should have active participation in execution during the currency of the contract. This should not be varied/modified subsequently without prior approval of the employer,

G. the joint venture agreement should be registered in India so as to be legally valid and binding on partners; and

H. a copy of the Joint Venture Agreement entered into by the partners shall be submitted with the bid vide appendix-III. Alternatively, a Letter of Intent to execute a joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed Agreement

I. "A Bidder may be a firm that is a private entity, a government-owned entity-subject to IIT (Section -2) – or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent.

The JV shall nominate a Representative from the partners who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

J. The joint venture should submit the certificates in the forms enclosed in Section-3.

K. **In case of a Joint Venture, the JV must collectively satisfy the Minimum Technical Capacity, provided that all the Member must individually satisfy at least 20% requirement of Technical capacity. In case of availability of plant & machinery the JV must collectively satisfy the criteria.**

Further, the JV must collectively and individually satisfy Financial Capacity (i.e. Minimum Annual Turnover, Credit Facility & Bid Capacity) proportionately as defined in the joint venture agreement

L. The Applicant should submit a Power of Attorney as per the format at Appendix-I of Section-3, authorizing the signatory of the Application to commit the Applicant. In the case of a Joint Venture, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix-II of Section-3.

M. In case the Applicant is a Joint Venture, it shall comply with the following additional requirements:

a) Number of members in a Joint Venture shall not exceed 2 (two);

b) Subject to the provisions of clause (a) above, the Application should contain the information required for each Member of the Joint Venture;

c) the Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and defect liability obligations;

d) an individual Applicant cannot at the same time be member of a Joint Venture applying for qualification. Further, a member of a particular Applicant Joint Venture cannot be member of any other Applicant Joint Venture applying for qualification;

e) Members of the Joint Venture shall have entered into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-III of Section-3 (the "Jt. Bidding Agreement"), for the purpose of making the Application and submitting a Bid in the event of being qualified. The Jt. Bidding Agreement, to be submitted along with the application, shall, interalia :

(i) Convey the commitment(s) of the Lead Member in accordance with this SBD, in case the contract to undertake the Project is awarded to the Joint Venture;
(ii) Clearly outline the proposed roles and responsibilities, if any, of each member;
(iii) Commit the approximate share of work to be undertaken by each member;
(iv) Include a statement to the effect that all members of the Joint Venture shall be liable jointly and severally for all obligations of the Contractor in relation to the Project until the completion of the Project (the "Defects Liability Period") is achieved.

f) Except as provided under this Bidding Documents, there shall not be any amendment to the joint venture Bidding Agreement.

N. Any entity which has been barred by the Central/State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of Application, would not be eligible to submit an application, either individually or as member of a Joint Venture.

O. An Applicant including any member should, in the last 5(five) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or Member, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Applicant or Member.

P. The Applicant including any Member may provide details of all their on-going projects along with stage of litigation, if so, against the Authority/Governments.

The Applicant including any member may also provide details of on-going process of blacklisting if so, under any contract with Authority/Government.

Cover-1: Qualification criteria:

Technical bid: This will contain the following documents in three PDF files.

File-I

The intending bidders can submit bid as an individual.

1. The intending bidders should have **satisfactorily completed** (not less than 80% of the original contract value) as a prime contractor/ Authorized Sub Contractor* of at

least one **similar work** of value not less than **Rs.50.43 Crore** (the amount mentioned should be **40%** of the proposed contract value) **at financial year 2026-27** (Year of Invitation of Tender) price level in last 10(ten) years prior to the FY of invitation of tender & including current financial year i.e. **from 2016-17 to 2026-27**

Weight age of 10% per year shall be given on cost of the satisfactorily completed works of previous years to bring them to the current price level. (weightage to be given on year-wise break up of cost component of completed work to bring them to the current price level)

All the experience cited for evaluation of technical capacity should be supported with appropriate self-attested client certificate duly signed from an officer not below the rank of Divisional Engineer or equivalent authority (**(i) Experience Certificates from State Government/ Central Government /UTs Government / State PSUs/Central PSUs are to be considered only)**. The detail correspondence address/ Fax-number/ phone no./ e-mail Id of officer issuing certificate shall be furnished. Experience cited without supporting credentials from client shall not be considered for evaluation.

***Authorized Sub Contractor: - Authorized Sub Contractors means the subcontractor who has executed the similar work (as defined under similar work) on sublet basis duly authorized by the Govt. (Central/ state/ UT)/ PSU (central/ state).**

Notarized Copy of Tri-partite agreement among Requisitioning Authority (i.e. Govt. (Central/ state/ UT)/ PSU (central/ state)); Prime Contractor and Authorized Sub contractor is to be furnished as supporting document, failing which the document will not be considered.

Similar work means: -

I. Barrage/ Weir/ ISS/ Spillway/Concrete Dams
II. Major Railway and Road Bridges over river,
III. Aqueduct / Canal Syphon / Drainage under tunnel / Super Passage / Surplus Escape in main canals

2. (a) The intending bidders in its name should have in the last five years **(from Financial year 2021-22 to FY 2025-26**) achieved minimum **annual turnover** in all types of Civil Engineering construction work only of Rs**. 75.65 Crore** (one and half times of the estimated annualized cost of tender) at FY 2026-27 (i.e. FY of invitation of tender) price level in any one financial year.

Attested copy of certificate of authenticity is to be enclosed from the appropriate authority. Weightage of **10 %** per year shall be given on financial turnover of previous year to bring them to the current price level.

b) Audited profit and loss account certified by a practicing Charted Accountant for the last five (05) year as indicated above should be furnished.

3. **Credit Facilities:**

The firm must possess credit facilities of not less than twenty percent **(20%)** i.e. **Rs. 25.22 Crore** of the amount put to tender and furnish the credentials from any scheduled commercial bank along with the bid against the specific work by mentioning the name of work and tender identification number in prescribed proforma as given below.

BANK CERTIFICATE

This is to certify that M/s…….. is a reputed company with a good financial standing.

If the contract for the work, namely "[Insert name of the work & Tender Identification Number]" is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs……. (in words) to meet their working capital requirements for executing the above work.

Signature & Seal of Bank Manage
Name & Address of Bank

The bank certificate shall be in prescribed format only, failing which the bid will be rejected. Further conditional bank certificate and subsequent clarifications issued by Bank Authority will not be accepted and the bid will be rejected.

4. **Availability of Plant & Machinery: -**

The bidder should produce documentary evidence regarding availability of key plant and machinery and equipments in working condition and also within the life period of equipment required for execution of the work (Minimum 50 % of the equipment as mentioned below are to be owned by the bidder and rest to be obtained on hire purchase scheme or by hiring from the reputed firms/ contractors' firms).If the machinery are to be procured for specific period for completion of the work on lease / rental basis, then a copy of MoU/Affidavit must be attached. The contractor should attach a duly notarized affidavit to the effect that the required plant and machinery/ equipment are free and will be available during execution of work. The said affidavit must contain list of plant & machinery in numbers with their authentic identification particulars/ Regd. No., life period to qualify for the bid. At least 50 % of the plant and machinery (owned/leased) as mentioned below shall be deployed at site within 6 months from commencement of work or as directed by Engineer-in-Charge failing which it will attract levy of Liquidated damage as per milestone. List of equipment

1. Excavator of bucket size 1cum or more each -02 Nos.
2. Tipper/ Truck-08 Nos.
3. Batching Plant 30 cum/ hr or more each- 02 Nos.
4. Transit Mixer- 04 Nos. (06 cum or more each capacity)
5. Water Tanker- 02 (03 KL or More each)
6. Concrete Boom placer-02 Nos.
7. Concrete pump- 2 Nos.

File–II: This shall contain

1. Letter of Submission (Form-A),

2. Details of Cost of Tender Document in Form-C,
3. Registration Certificate,
4. GST Registration No.,
5. Any other Registration No. (if any)
6. PAN.
7. Latest income tax return certificate,
8. Declaration by Affidavit (Form-J),
9. Relationship Declaration (Form-D),
10. Registered Power of Attorney.
11. Assessed Available Bid capacity as specified in clause No. 16.5
12. Details of Financial Capability (Form-G & Form G1),
13. Details of works in hand (Form-F),
14. Details of Machinery & Equipment Proposed to be deployed for the works (Form-E),
15. List of Similar nature of works executed,
16. Details of personnel to be engaged in this work (Form H),
17. Additional information (Form-I)
18. Litigation History (
19. Annexure-V)
20. Bank Certificate for credit facilities &Solvency Certificate (Annexure-VI A& VI B) and any other document required as per bid documents.

File-III: This shall contain

1. Details of technical proposal along with all technical data in the format in accordance with technical specification of bid document describing broadly the technology and methodology of Survey & Investigation, Planning, Design and Construction of major civil works, mechanical and electrical components of the project including electrical connectivity system for the project to identified EHT sub-station& Commissioning of the total project.
2. The bidder shall furnish the Methodology of the proposed Operation & Maintenance of the work for five years with particular reference to minimum Life Cycle Cost of the work indicating the energy cost required and other O&M expenses separately.
3. A work programme for completion of the project in **30 months** is to be furnished.

Cover-2: Financial bid: This will contain Financial Bid (Appendix-FB).

File – I: The Financial Bid (Appendix–FB) shall be in intelligent Excel format. This is to be downloaded from website, the lump sum price is to be filled up without any change in wording & format and uploaded.

15.10 The bidder must submit online duly filled in Forms, Schedules, i.e. of Technical bid and Forms and Annexure of Financial bid etc. All the forms, annexure shall be submitted duly filled in electronic form & shall be available on website.

15.11 The bidder shall fill & submit the required details / data / information in the prescribed form of tender document i.e. Volume– I.

15.12 The bidder shall quote his/her rate only in Volume–I: Financial Bid.

15.13 Tender in off-line mode will not be accepted.

15.14 **If EMD is not received with the tender as mentioned in Para.13 of Section - II, tender shall be rejected**.

15.15 The authority at his discretion can extend the last date for submission of tender by amending the bidding document in which case all rights and obligations of the employer and bidder will thereafter be subject to the last date as extended.

15.16 All duties, taxes, royalty and other levies payable by the contractor as per State/Central Government rules, shall be deemed to have been included in the contract value except GST quoted by the Bidder. The royalty charges vide Gazette Notification No.2280 dated 14.12.2016 of Odisha minor minerals concession rules- 2016 shall be taken into consideration for calculation of royalty charges in their bid. The royalty charges for the use of earth excavated from the foundation of the structure shall not be levied. The contractor is expected to quote the bid price in lump sum rate after careful analysis of cost involved for the performance of work complete considering all specification and conditions of contract. In case it is noticed that the price quoted by the Bidder is unusually high or unusually low, unless the employer is convinced about the reasonableness of bid price on scrutiny of the analysis for such price to be furnished by the Bidder, it will be sufficient cause for the rejection of the bid.

15.17 The Chief Engineer & Basin Manager, Mahanadi Basin Burla has prepared **milestones for executing the work** which may be referred while bidding (in Appendix-MS). In case the bidder has alternative plan for milestone, they should submit the indicative milestone at the time of submission of bid and form mile stone after completion of survey and investigation. The bidder shall pay special attention as regards achieving of critical milestones on schedule, so as to ensure final commissioning on time. The employer shall critically monitor both the physical as well as financial targets, on monthly and quarterly basis. Shortfalls, if any, in the monthly targets shall be immediately rectified by supplementing the resources by the contractor leading to increase in the progress, at no extra cost to the Employer, so as to achieve the quarterly targets as per schedule.

15.18 The contractor will be responsible for processing of permission for right of way/right of use and land acquisition till the same is obtained. Payment of statutory charges and cost of the land will be the responsibility of Govt. Demarcation of acquisition area, preparation of schedules for acquisition is the responsibility of the contractor. Similarly, preparation of all the base papers for right of way/right of use, the NOC from different authorities/owners is the responsibility of the contractor. The contractor should be responsible for compensation to be paid for standing crops, trees etc. and the cost there upon will not be borne by the Govt.

16.0 OPENING OF TECHNICAL BID

16.1 The Technical Bid will be opened **on 19.11.2026 at 11:30 A.M** onwards on website **www.tendersodisha.gov.in** as mentioned in Para 3.0 (q) of NIT. Intending bidders or their representative who wish to participate in online tender opening can log on to www.tendersodisha.gov.in on the due date and time after online opening of the bid by the authorized officer. The bidders who wish to remain present at Office chamber of the **Chief Engineer & Basin Manager, Mahanadi Basin, Burla** premise at the time of tender opening can do so. Only one representative of each firm will be allowed to remain present. The price bid will be opened after Government's decision on technical bid of tender. All the statements, documents, certificates, Bank Guarantee and technical proposals will be verified for evaluation. The clarification on particulars, if any required from the Bidders will be obtained by addressing the bidders. The bids will be evaluated against the specified parameter/criteria and the qualified bidders will be identified.

16.2 If any of the Bidders is not present at the time of opening of Bids, the Bid opening authority will be opening the Bid of the absentee Bidder, read out and record the deficiencies if any, which shall be binding on the Bidder.

16.3 The bids not accompanied with documents as per clause No 14 of "Instruction to Bidders" will be considered as non-responsive.

16.4 Bid capacity & the technical proposal of the bidders who have submitted the EMD & tender fee, registration certificate, Power of attorney, Relationship Declaration shall be scrutinized.

16.5 To qualify for award of contract each bidder who meets the minimum qualification criteria will be qualified only if their available bid capacity is more than amount put to tender of the work. The available bid capacity will be calculated as under:

Assessed Available **Bid capacity** = (A*N*2 - B)

Where,

A = Maximum value of turnover of the bidder in any one year during the last five years updated by giving 10% simple weightage per year to bring it to the present (Year of Invitation of tender) **2026-27** price level.

N= Number of years prescribed for completion of the works for which, the bid is invited.

Note: If N < 1, then N value would be considered as 1.

B= Value of existing commitments and on-going works to be completed during the period of completion of the project.

NOTE: The existing Commitment will also include works in respect of which Letter of Acceptance (LoA) has been issued.

The value of existing commitment should be given in shape of affidavit before the Executive Magistrate/Notary mentioning the name of work. If the bidder fails to produce the existing commitments in the prescribed format (Form-F of Section-III, Voulme-1) in shape of affidavit, his/her bid shall be rejected.

Each page of the affidavit and annexure shall be signed by Executive

Magistrate/Notary failing which the bid will be rejected.

Technical Bids shall be scrutinized in accordance with the conditions stipulated in the Bid document. In case of any ambiguity, the decision taken by the Bid Approving Authority on Bids shall be final.

16.6 **Department reserves the right to accept or reject any of the bid for qualification without assigning any reason thereof**.

16.7 After opening of the bid, the technical evaluation will be carried out & details will be scrutinized by the competent authority. In case of any clarification, same will be obtained from the bidder. After completing the above procedure & evaluation of Technical Bid the bid accepting Authority shall be moved for acceptance of the Technical Bid. The date of opening of online Price Bid will be intimated to the bidders by the bid opening authority on acceptance of the technical bid by bid accepting authority.

17.0 OPENING OF FINANCIAL BID:

17.1 On acceptance of the technical bid by the Bid Accepting Authority the date & place of opening of price bid shall be notified by the Bid Inviting Authority. The price bid of technically responsive bidders shall be opened on the notified date & time in presence of bidders or their authorized representatives who wish to be present. The details submitted by the bidders online in Cover-II, Financial Bid shall be opened.

17.2 The responsive bidder's name, bid price shall be announced.

18.0 EVALUATION OF FINANCIAL BID

18.1 The prices shall be considered as filled up by the bidder online in the prescribed Financial Bid Format given in Cover- II: Financial Bid.

(i) The bid is for execution of the work including O&M on "EPC" basis. The lump sum price mentioned in Financial Bid (Appendix-FB) shall be considered for evaluation ~~as given below.~~

(ii) The total amount for O&M shall be 5% of the quoted amount by the bidder in Financial Bid (FB). **The year wise O&M cost shall be derived by Engineer-in-Charge in upward incremental order @10% from 1st year to 5th year at the time of agreement as provided in Form-F 3.**

18.2 Total Cost of the bid for evaluation shall be of the Bid Price quoted for execution of work including O&M vide Item 1 of Appendix-FB.

18.3 The tender inviting authority shall evaluate and compare the price bids of all the responsive & qualified Bidders.

18.4. In case of any discrepancy between the overall Contract price quoted in words and figures, the price quoted in words shall prevail.

19.0 PROCESS TO BE CONFIDENTIAL

19.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced by the Bid accepting authority.

19.2 Any effort by a Bidder to influence the processing of Bids or award decisions

may result in the rejection of his Bid.

19.3 No Bidder shall contact the bid inviting authority or any authority concerned with finalization of Bids on any matter relating to its Bid from the time of the Bid opening to the time the Contract is awarded.

19.4 Before recommending / accepting the Bid, the Bid recommending / accepting authority shall verify the correctness of certificates submitted to meet the eligibility criteria and specifically experience. The authenticated contracts of previous works executed by the lowest Bidder shall be called for.

19.5 If the contract price quoted by a Bidder is found to be either abnormally high or within the reasonable limits but under collusion or due to unethical practices adopted at the time of bidding process, such Bids shall be rejected.

20.0 AWARD OF CONTRACT: The Authority after evaluation of price bid shall recommend to the Competent Bid Accepting Authority for acceptance of the bid to the Bidder who is found qualified as per the Bid conditions and whose price bid is evaluated as the lowest responsive bidder.

20.1 Additional Performance Security (APS) shall be taken on 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 below20% of the project cost put to bid:

The additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid prices 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 shall be applied on bid price.

III. Where the bid price is 20% or more below the project cost put to bid:

The additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid prices below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee shall be applied on 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 0.50% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.

The Additional Performance Security (APS) shall be furnished in shape of Term Deposit Receipt pledged in favour of **Superintending Engineer, Main Dam Division, Burla Dist.-Sambalpur/** Bank Guarantee in favour of the of **Superintending Engineer, Main Dam Division, Burla Dist.-Sambalpur** from any Nationalized / Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar within 7 days of issue of Letter of Acceptance (LoA) by the Divisional Officer (By e-mail) to the successful bidder otherwise his/her bid shall be cancelled. Further, proceeding for blacklisting shall be initiated against the bidder.

If the APS is submitted in shape of Bank Guarantee/Insurance surety Bond by the bidder, then the validity of the Bank Guarantee/ Insurance surety Bond should be for a minimum period equal to the period allowed for completion of the work plus defect liability period of one year & one month extra for transaction period.

20.2. The following clarification are issued on Works department Office Memorandum No. 173 dated-03.01.2026.

I.The phrase".... to abolish the extant provisions of threshold negative bid caps (14.99%) introduced....." in the first para of the Works Department OM No. 173, dated. 03.01.2026 may be read as ".... 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 Department OM No. 1437 dt, 31.01.2023."

II. If more than one bid is quoted (decimal up to 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

The Bid accepting authority reserves the right to accept or reject any Bid or all Bids and to cancel the Bidding process, at any time prior to the award of Contract, and shall not bear any liability for such decision and shall not have obligation to inform the affected Bidder of the reasons.

The Bidder whose Bid has been accepted will be notified of the award of the work by the Bid Inviting Authority, prior to expiry of the Bid validity period by registered letter/Speed Post. This letter (hereinafter and in the Contract called "Letter of Acceptance") will indicate the sum that the Government will pay the Contractor in consideration of the execution, completion, commissioning, operation and maintenance of the Works by the Contractor as prescribed by the Contract (**hereinafter and in the Contract called "Contract Amount**").

21.0 INITIAL SECURITY DEPOSIT

21.1 When a Bid is to be accepted the concerned Bidder shall attend the office of the Engineer-in-Charge concerned on the date fixed in the Letter of acceptance. Upon intimation being given by the Chief Engineer & Basin Manag̲er, Mahanadi Basin, Burla of acceptance of his Bid, the successful Bidder shall have to pay initial security deposit (ISD) and APS.

The ISD @ 2% of the contract amount in the shape of NSC/ Post Office Saving Bank Account/ Post Office Time Deposit Account /Kishan Vikas Patra/ unconditional and irrevocable Bank Guarantee (BG) pledged in favour of Divisional Officer in the standard format on any Nationalized/ Scheduled Commercial Bank located anywhere in the country with branches at Bhubaneswar with facility of authentication & encashment at Local Branch/ Insurance Surety Bond pledged in favour of of **Superintending Engineer, Main Dam Division, Burla Dist.-Sambalpur** (Vide Works Dept. OM No. WORKS-FA-MISCSB-0003-2026-4909/W, dtd. 12.03.2026.)

21.2 The validity of the ISD shall be for a total period not less than three months beyond the successful completion of O & M.

21.3 The bidder shall enter into a contract in the form prescribed by the department for the due fulfilment of the contracts. Failure to attend the Engineer-in-Charge office on the date fixed, in the written intimation, to enter into the required

contract, they will be suspended for a period of three years. The written contract entered into between the contractor and the Government shall be the foundation of the rights and obligations of both the parties and the contract shall not be deemed to be complete until the contract has first been signed by the contractor and then by the proper officer authorized to enter into contract on behalf of the Government.

21.4 The successful Bidder has to sign the contracts within the date specified in the letter of acceptance**.** The issue of letter of acceptance shall be treated as closure of bid process. On failure to do so his Bid will be cancelled and they will be suspended for a period of three years without issuing any further notice and action will be initiated for black listing the Bidder.

21.5 The date of **signing of agreement** shall be treated as date of commencement of work. Within 15 days following the notification of award along with the letter of Acceptance, the successful bidder will sign the agreement.

22 BID AMOUNT:

The bid amount to be quoted by the bidder shall be exclusive of GST but inclusive of all statutory taxes, royalty, duties& other ancillary works mentioned in the documents. No claim whatsoever in this connection shall be entertained under any circumstances.

23 NO SANCTION FOR FOREIGN EXCHANGE

It should be clearly understood that no foreign exchange sanctions will be made available either for purpose of equipments, plants, and machineries, materials of any kind or other things required for execution of work. It should be clearly understood that no request for importing equipments, materials, plants, etc. that may be required in carrying out the work even from rupee payment currency will be entertained except specifically mentioned in respective item of the tender documents.

24 CONSTRUCTION PROGRAMME

24.1 The Bidder shall include in his/ her Bid, a detailed construction programme of executing the project, describing broadly the Technology and Construction Methodology of Major Components of the Project including survey, investigation, soil exploration, design & Engineering, estimation, land acquisition proposal, commissioning of total project. The programme shall be supplemented with Master Control Network.

24.2 The Employer reserves the right to request for changes in the Master Control Network during pre-award discussion with the responsive bidder. Mutually agreed Master Control Network shall form part of the Contract.

25 SPECIFIC ISSUES:

25.1 Every Bidder is expected, before quoting his bid, inspect the site of proposed work. He should also inspect the quarries and satisfy himself about the quality and availability of materials. The best class of materials to be obtained from quarries, or other source shall be used in the work. In every case the material must comply with the relevant standard specifications. Samples of materials as called for in the standard specifications or in the Bid notice or as required by the Engineer-in-Charge, in any case shall be submitted for the Executive

Engineer's, approval before the supply to site of work is begun.

25.2 The Bidder's particular attention is drawn to the sections and clauses in the standard specifications dealing with

25.2.1 Test, Inspection and rejection of defective materials and work.

25.2.2 Carriage.

25.2.3 Construction plant.

25.2.4 Water and lighting.

25.2.5 Cleaning up during the progress and for delivery

25.2.6 Accidents.

25.2.7 Delays.

25.2.8 Particulars of payments.

25.3 The contractor should closely peruse all the specifications clauses, which govern the bid he is bidding.

25.4 The contractor is responsible for the quality of works executed. If any defects are noticed during execution of the work and the defect liability period after completion of works, the contractor has to rectify at his own cost.

25.5 The contractor shall maintain the system for a period of five years covering at least five flood seasons including the power connectivity, road connectivity, buildings, plantation, beautification measures etc. The contractor will carry out maintenance or repair or rectification works in case of any problem or emergency that may arise when the system is in operation including cost of all labour, materials and equipments. The contractor shall also prepare an operation & Maintenance Manual and train the Govt. staffs to carry out subsequent O & M of the project.

25.6 The Bidder will quote lump sum price on the work as a whole.

25.7 If any alteration in the contract form, the conditions of the contract, the drawings, and specifications is found to be made by the Bidder then the Bid will be treated as void.

25.8 A Bidder submitting a quotation which the Bid Accepting Authority considers excessive and or indicating insufficient knowledge of current Prices or definite attempt of profiteering will render himself liable to be debarred permanently from Bidding or for such period as the Bid accepting authority may decide.

25.9 A prospective bidder is expected to examine all instructions, terms & conditions, forms and specifications in the Bid Document and fully inform himself as to all the conditions and matters which may in any way affect the works, his bid or the cost thereof. Further, failure of furnishing all information required by the Bid Document or submission of incomplete offers, conditional bids containing deviations from the bid document shall be rejected as non-responsive.

25.10 It will be imperative for each Bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the Works covered under the specifications and documents. In their own interest, the bidders are particularly requested to familiarize themselves with the prevailing Income Tax

Act, Companies Act, Customs Act, prevailing Labour Laws and other related Acts and Law.

Further, the bidders are requested to comply with the Insurance Act including Workmen's Compensation Act and third party insurance and other relevant provisions particularly with reference to the requirements of taking insurance for storage, Civil, Structural and Architectural Work, Erection, testing and commissioning, operation and Maintenance, till the project is handed over to Employer. Employer shall not entertain any request for clarification from the bidders regarding such local conditions. It must be understood and agreed that such factors have properly been investigated and considered by the bidders while submitting their bids. Failure to do so will not relieve the bidders from responsibility for estimating properly the cost of successfully performing the work and completion time required for the Work. Employer will assume no responsibility for any understanding, or representation concerning conditions made by any of its officers or agents prior to award of the Contract. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall .be permitted by the Employer, which arises out of lack of such clear knowledge or its effect on the cost of execution of the contract on the part of the bidder. Employer shall not entertain any request for clarifications from the Bidders, regarding any statutory provisions.

25.11 Being a EPC Contract, the Bidder is to take full responsibility for the survey, Investigation, planning, Design & Engineering and execution of entire work including commissioning, Trial run of the work complete including operation & maintenance of the project for a period of five years or five flood seasons whichever is more from the date of commissioning to be notified by the Employer.

25.12 Survey, Investigation, planning, Designs, Technical Specifications and Technical Parameters shall conform to Bureau of Indian Standard Codes and/or International Standards & practices/C.W.C. Manuals / IRC Codes/ Odisha Govt. Department specifications / Circulars issued by Department from time to time and technical specification of the bid documents.

25.13 **It is understood that all plant, equipment, and works connected with the normal efficient execution of the Project are covered in the scope, brought out in Bid Documents. In case of decisions to be taken on issues relating to technical matter of planning, design & construction, decision of Tender Inviting Authority (Chief Engineer & Basin Manager, Mahanadi Basin, Burla) is final & binding on the contractor.**

25.14 While working out their price bid, the bidders are required to take into account entire scope of the work defined in Bid documents, additional Infrastructure and other related activities, whatsoever required.

25.15 Bidder shall also include in his price bid, cost of de-mobilization and shipping back the construction equipment and other equipment/materials etc. from the Project Site.

26 Corrupt or Fraudulent Practices.

26.1 The Government requires that the bidders/ suppliers / contractors under

Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government.

26.1.1 Define for the purposes of the provision, the terms set forth below as follows:

26.1.2 "**Corrupt practices**" means the offering, giving, receiving or soliciting of anything of value to influence the action of a Government official in procurement process or in contract execution: and

26.1.3 "**Fraudulent practices**" means misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government and includes collusive practice among Bidders (prior to or after a Bid submission) designed to establish in Bid prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.

26.1.4 Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

26.1.5 Will blacklist / or debar a firm either indefinitely or for a stated period of time, if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Government Contract.

26.1.6 Furthermore, Bidders shall be aware of the provisions stated in the General Conditions of Contract.

27 **SUBLETTING OF CONTRACT**:

No part of the contract shall be sublet without written permission of the Employer nor shall transfer be made by power of attorney, authorizing others to receive payment on the contractor's behalf. If the prime contractor desires to sublet a part the work, he should submit the same at the time of filing Bids itself or during execution giving the names of the proposed sub-contractor along with the details of their qualification and experience. The Bid accepting authority should verify the experience of the sub-contractor and if the sub-contractor satisfies the qualification criteria with reference to the value of work proposed to be sublet, he may permit the same. However, the total value of works to be awarded on subletting shall not exceed 50% of contract value. The extent of subletting shall be added to the experience of the sub-contractor and to that extent deducted from that of the main contractor.

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CONTRACTOR SUPERINTENDING ENGINEER

SECTION – III

FORMS & ANNEXURES

FORMS & ANNEXURES

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FORMS & ANNEXURES

FORM-A

LETTER OF SUBMISSION OF BID (ON BIDDER'S LETTER HEAD)

To

The Chief Engineer & **Basin Manager, Mahanadi Basin, Burla.**

Sir,

I / We do hereby Bid and if this Bid be accepted, under take to execute and complete the following work: - "Construction of Samasingha In-Stream Storage Structure across river Bheden near village Samasingha in Kolabira Block, District Jharsuguda, Odisha on "EPC-Turnkey" basis including power connectivity system and operation and maintenance of complete commissioned project for five years or five Flood Seasons whichever is more after successful commissioning of the Project"

As provided for in the "conditions of the bid document"

1. I/We have quoted the bid in Price Bid vide Annexure – FB for which l/we agree to execute the work at the quoted lump sum amount under the terms of the contract.

2. In case of any discrepancy between the bid price quoted in words and figures, the bid price quoted in words only shall prevail.

3. I/We agree to keep the Bid validity in this Bid for a period of 120 days from the last date of submission of bid, mentioned in the Bid notice and not to modify the whole or any part of it for any reason within above period. If the Bid is withdrawn by me/us for any reasons whatsoever, the earnest money paid by me/us will be forfeited to Government.
4. I/We hereby distinctly and expressly, declare and acknowledge that, before the submission of my/our Bid I/We have carefully followed the instructions in the Bid document and have read the technical Specification therein and the and that I/We have made such examination of the contract documents and the plans, specifications and of the location where the said work is to be done, and such investigation of the work required to be done, and in regard to the equipments and material required to be furnished as to enable me/us to thoroughly understand the intention of same and the requirements of covenant/contracts, stipulations and restrictions contained in the contract, and in the said plans and specifications and distinctly agree that I/We will not hereafter make any claim or demand upon the Government based upon or arising out of any alleged misunderstanding or misconception /or mistake on my/or our part of the said requirement of covenants/contracts, stipulations, restrictions and conditions.
5. I/We shall not assign the contract or sublet any portion of the same. In case if it becomes necessary I/We shall submit the same at the time of filing Bids itself or during execution, giving the name of the sub-contractor with details of his qualification and experience and agree to sublet with permission of Bid accepting authority only to such of the sub-contractors who satisfies the qualification criteria in proportion to the value of work proposed to be sublet. No part of the work shall be sub-let to other short-

listed bidders.

6. If upon written intimation to me/us about acceptance my/our bid, by the Authorized officer of Govt. of Odisha, I/We fail to attend the said office on the date herein fixed or and if I/We fail to make the initial security deposit (ISD) and or Additional Performance Security Deposit (APSD) to enter into the required contract as defined in the instructions to Bidders, then action as deemed fit as per relevant codal provisions shall be initiated against me for such lapses. Any notice required to be served on me/us here under shall be deemed to have been sufficiently served on me/us if delivered to me/us personally or forwarded to me/us by post (registered/Speed Post/ ordinary/e-mail) or left at my/our address given herein.

7. I/We fully understand that the written contract to be entered into between me/us and Government shall be the foundation of the rights of the both the parties and the contract shall not be deemed to be complete until the contract has first been signed by me/us and then by the proper officer authorized to enter into contract on behalf of Government.

8. I/We declare that I/We agree to recover the salaries of the technical staff actually engaged on the work by the department, from the work bills, if I/We fail to employ technical staff as per the Bid condition.

BIDDER'S / CONTRACTOR'S CERTIFICATE

1. I/We am/are prepared to furnish detailed data in support of all my quoted rates, if and when called upon to do so without any reservations.

2. I/We hereby declare that I/We shall not claim any price escalation except as provided in the bidding documents.
3. I/We declare that the I/We shall take up the responsibility for processing for land acquisition, for execution of all components of work, in the name of Department of Water Resources, Odisha as per conditions **of contract** and arranging and obtaining the land for disposal of spoil/soil not useful for construction purposes shall rest with me/us.
4. I/We hereby declare that the responsibility of processing for getting statutory clearances of forest & environment & other department/commission/authority on behalf of the Department of Water Resources as per Conditions of Contract for execution/completion of work rests **on me/us.**
5. I/We declare that I/We will execute the work as per the mile stone programme, and if I/We fail to complete the work as per the mile stone programme I abide by the condition to recover liquidated damages as per the Bid conditions.
6. I/We declare that I/We will abide for settlement of disputes as per the Bid conditions.

7. I/We have not been black listed in any Department in Govt. of Odisha or in any Other State/ Union Govt. due to any reasons.

8. I/We have not been demoted to the next lower category for not filing the Bids after buying the Bid schedules in a whole year and my/our registration has not been cancelled for a similar default in two consecutive years.

9. I/We hereby certify that all the statement made and information supplied in enclosed Forms and accompanying statements and Annexure are true and correct.

10. I/We agree to disqualify me/us for any wrong declaration in respect of the above and to summarily reject my/our Bid.

Address of the

Bidder: Phone No:

Fax No:

Email id:

Bidder/Authorized Signatory

SEAL

Form – B

ARTICLES OF CONTRACT

Articles of contract made this _____day of _____between **His Excellency the Governor of Odisha** (herein after called **Governor** which expression shall, where the context so admits, include his successors in office and assignees) of the one part and _____of _____(herein after called the contractor which expression shall, where the context so admits, include his heirs, executors, administrators and legal representative) with Head Office at----------in the state of- , on the other part.

Whereas the Government of Odisha (herein after called the Government) are desirous of taking up the work for "Construction of Samasingha In-Stream Storage Structure across river Bheden near village Samasingha in Kolabira Block, District Jharsuguda, Odisha on "EPC-Turnkey" basis including power connectivity system and operation and maintenance of complete commissioned project for five years or five Flood Seasons whichever is more after successful commissioning of the Project"

and have caused a proposal contained in Basic Project Profile, Instruction to Bidder, Conditions of contract, Special Conditions of Contract, Conditions of Contract for O&M, Technical Specifications and drawings describing the work to be prepared /to be done.

And whereas the said Basic Project Profile, drawings, Notice inviting Tenders Instruction to Bidders, General condition of Contract, Special conditions & Technical Specification, Conditions of contract for O &M & other appendices and annexures etc. of contract documents (herein after referred as contract) as have been signed by on behalf of the parties here to.

And whereas for the ~~Part I:~~ Works including O&M of Agreement, the contractor has produced

1. Rupees _____paid by him vide FDR No. _____ Date _____issued by (Bank) _____pledged in favour of concerned Executive Engineer

and

2. Rupees _____ paid by him vide B G No. _____date _____issued by (Bank) _____with validity of all the instruments up to _____towards Initial security deposit (ISD) of 2% of contract Amount for the due fulfilment of the contract.

And whereas the contractor has agreed that during the course of the contract period an amount at the rate of 5.0 % (five) of the value of work done will be withheld from the bills as Performance Security Deposit.

And whereas the contractor has agreed to execute upon the contract, subject to the Scope of work described in all sections and conditions & specifications forming part of the contract (herein after referred to as the said conditions), and set forth in Annexure - FB as the Financial bid and comply with the rate of progress noted in the conditions for a sum of rupees Rs. _____(Rupees _____) on lump sum basis and such other sum as may be arrived at under the clauses of the contract documents relating to payment.

Note: It is hereby agreed as follows:

1. Time shall be considered as the essence of the contract and the contractor hereby agrees to commence the work as soon as the contract is signed and agrees to complete the work within 30 months from the date of such signing the contract and to show the progress as per milestone subject nevertheless to the provisions for extension of time contained in the conditions of contract.

2. The conditions of the bid document & technical specification shall be read and construed as forming part of this contract and the parties here to will respectfully abide by and submit themselves to the conditions and stipulations and perform the contract on their part, respectively.

3. Upon the terms and conditions of this contract being fulfilled and preformed to the satisfaction of the Executive Engineer, the security deposited by the Contractor as herein before recited or such portion thereof as he may be entitled to under the said condition shall be returned to the contractor as provided in the contract.

   In witness thereof, the contractor M/s._____ duly represented by Sri _____has here unto set his hand and Sri _____Executive Engineer acting on behalf of and by the order and direction of **his Excellency, the Governor of Odisha** has here unto set his hand the day and year first above written.

Signed by contractor: _____

SEAL

Address : _____

Phone No.: Fax No.: e-mail id.:

In the presence of Witness i) Sri_____
Address

Signed by on behalf of Government Sri_____

SEAL

Phone No.: Fax No.: e-mail id.:

In the presence of Witness i) Sri_____
Address

Form – C 1

DETAILS OF COST OF TENDER DOCUMENTS

Sr. No.	Description	Remarks
1	Name of bidder	
2	Details of cost of Tender documents	
[A]	D/D No.	
[B]	Date	
[C]	Name of Bank	

Address of the Office **SIGNATURE OF BIDDER**

Telephone No:

Form – C2 DETAILS

OF COST OF ISD

<table>
<tr><th>Sr. No.</th><th colspan="5">Description</th><th>Remarks</th></tr>
<tr><td>1</td><td colspan="5">Name of bidder</td><td></td></tr>
<tr><td>2</td><td colspan="6">Details of cost of Tender documents</td></tr>
<tr><td>[A]</td><td colspan="5">D/D No.</td><td></td></tr>
<tr><td>[B]</td><td colspan="5">Date</td><td></td></tr>
<tr><td>[C]</td><td colspan="5">Name of Bank</td><td></td></tr>
<tr><td rowspan="11">3</td><td colspan="5">ISD Details</td><td></td></tr>
<tr><td colspan="6">Total ISD Amount `.</td></tr>
<tr><td>[A]</td><td colspan="5">FDR Details (In favor of the concerned Executive Engineer only) (no joint operation)</td></tr>
<tr><td></td><td colspan="5">For Rs.. _____Lakhs for ISD in form of FDR</td></tr>
<tr><td>FDR No.</td><td>Date</td><td>Bank Name</td><td colspan="2">Amount in Lakh Rs</td><td>Validity Period</td></tr>
<tr><td></td><td></td><td></td><td colspan="2"></td><td></td></tr>
<tr><td>(B)</td><td colspan="5">Details of Bank guarantee Rs._____Lakhs.</td></tr>
<tr><td>Bank guarantee No</td><td>Date</td><td>Bank Name</td><td colspan="2">Amount in Lakh Rs.</td><td>Validity period</td></tr>
<tr><td></td><td></td><td></td><td colspan="2"></td><td></td></tr>
</table>

Note–Please see clause 21 & its sub clause Instruction to Bidders for validity period.

Address of the Office **SIGNATURE OF BIDDER**

Telephone No:

Form - D

RELATIONSHIP DECLARATION

To,

The Chief Engineer & Basin Manager,

Mahanadi Basin, Burla.

Subject: "Construction of Samasingha In-Stream Storage Structure across river Bheden near village Samasingha in Kolabira Block, District Jharsuguda, Odisha on "EPC-Turnkey" basis including power connectivity system and operation and maintenance of complete commissioned project for five years or five Flood Seasons whichever is more after successful commissioning of the Project"

Reference: (Bid Identification No- :- CE&BM-MB-10/2026-27)

Sir,

Pursuant to the ITB, it is to inform that I have relative(s) employed as an Officer in the rank of an Assistant Engineer/Under Secretary under the_____ Department. His (Their) details are as follows.

Relationship: Name:
Designation Office
Address

Pursuant to the ITB, I am to submit herewith the names of persons who are working under my firm having near relatives to any gazette officer in the rank of an Assistant Engineer/Under Secretary in the _____Department.

Sl. No	Name of my employee and his designation in the firm	Presently working at	Details of his relatives working in the Department
			Relationship Name: Office Address
			Relationship Name: Designation Office Address

I am also duty bound to inform the relationship of any subsequent employment with any gazette officer in the rank of an Assistant Engineer /Under Secretary under the Department. I am aware that any breach of this condition would render my firm liable for penal action for suppression of facts.

I am also duty bound to inform that I have no relations with any employee working in the rank of or above the rank of any Assistant Engineer/ Under Secretary under this Department of Water Resources, Govt of Odisha.

Yours Sincerely,

SIGNATURE OF THE BIDDER

NB: Please strike out the Para not applicable.

Form: E

DETAILS OF PLANTS & MACHINERY/ EQUIPMENTS PROPOSED TO BE DEPLOYED FOR THE WORKS (TO BE DULY NOTARISED *)

Sl. No	Type of Equipment	Make/ Model	Authentic Identification Particular/ Regd. No.	Year of Production/Manufacture	Life Period of Equipment	Present Condition considering working condition and life period of equipment	Owned/ Leased	Present Location	Is it free for deployment in new project	Remarks
1	2	3	4	5	6	7	8	9	10	11

*** The above plant & machinery/ equipments are free and will be available during execution of the work "Insert name of the work"**

SIGNATURE OF THE BIDDER

Form – F

DETAILS OF WORKS IN HAND

Sl. No.	Name of work	Place	Tendered amount in Crores	Date of issue of work order	Stipulated period of completion	Amount of work done up to the month previous to the month in which tender are invited in Crores	Amount of works to be done during Period of Contract (_Yr to ____Yr) in Crores	Brief detail of delay if any	Remarks
1	2	3	4	5	6	7	8	9	10

Date : **SIGNATURE OF THE BIDDER**

Note1: Amount of work done in column 7 should be given up to the month previous to the month in which tender invited.

Note2: Necessary certificates in support of amount of work done in col 7 from the officer concerned shall be attached with the tender.

Note3: In Col. 8 amount of works to be done during the completion period for which the bid is invited is to be furnished.

Note-4: **The form-F (Details of work in hand in India) should be furnished in shape of affidavit before Executive Magistrate/Notary mentioning the name of work. Each page of the affidavit and annexure shall be signed by Executive Magistrate/Notary failing which the bid will be rejected.**

Note-5: The existing Commitment will also include works in respect of which Letter of Acceptance (LoA) has been issued.

Note-6: In case of no existing commitment, the bidder has to mention NIL in form F mandatorily.

Form - G

DETAILS OF FINANCIAL CAPABILITY

FINANCIAL CAPABILITY					
NAME OF APPLICANT:					
Financial information in Indian Rupees	**Actual : Previous Five years**				
Annual Turnover (In all types of civil Engineering Construction works only)					
Total Assets					
Current Assets					
Total Liabilities					
Net Worth					
Working Capital					
Current liabilities					
Profits Before Taxes					
List of Banks & their addresses:					
Financial resources like	**a) Bank Guarantee Limits**				
	b) Lines of Credit				
	c) Solvency				

SIGNATURE OF THE BIDDER

NB: Certified Audit Reports are to be furnished.

Form – G1

CHARTERED ACCOUNTANT CERTIFICATE ON FINANCIAL CAPACITY

CERTIFICATE FROM THE STATUTORY AUDITOR/PRACTICING CHARTERED ACCOUNTANT REGARDING FINANCIAL CAPACITY

(*On the letter head of the statutory auditor/practicing chartered accountant*)

Based on the books of accounts of ***(insert name of the Applicant)*** (**Applicant**) and other published information authenticated by it, this is to certify that:

(a) as on (***insert date***), the Applicant Turnover Total Annual Turnover from all types of Civil Engineering construction work only in the last five years is as below.

	Total Annual Turnover from all types of Civil Engineering Construction works (Rupees in Crore)				
Year					
A. Turnover as per Audited P&L statement in Rupees Crore					
B. Adjustment factor @ 10%	1.61	1.46	1.33	1.21	1.1
C. Adjusted Turnover at (Yr of Invitation of Tender) prices (A x B) in Rupees Crore					

(b) The Bidder is not

(i) been or being subject to proceedings for declaration of or been declared bankrupt, wound up, or had or having its affairs administered or conducted by any court, administrator, receiver;

(ii) been declared by a court or other competent authority as being unable to pay its debts, or made any composition or arrangements with creditors or had the repayment of its debts suspended;

(iii) been convicted or otherwise found responsible (or any of its directors, partners, trustees, officers or managers been convicted or found responsible) by any court, tribunal, regulatory, public or other competent authority for a breach of any laws or regulations which:

(A) related to any act of fraud or dishonesty for which a fine, penalty, damages, compensation or other payment was levied against the Bidder or any of its directors, partners, trustees, officers or managers; or

(B) resulted in the permanent or temporary suspension of the rights of the Bidder to provide any service or carry on any type of business or operations.

Name of the audit firm: Seal of the audit firm: Signature:
Name:
Membership Number:
Designation:
Date

Form - H DETAILS

OF PERSONNEL

Give details of key Technical and Administrative Personnel who could be assigned the work in the following Proforma.

A)		**Details of the Board of Directors**	
	1)	Name of the Director	
	2)	Address	
	3)	Organization of the Board of Director	
B)		**Key Technical and administrative Personnel and Consultants**	
	1)	Project Manager (Min. 5years experience)	
	2)	Site Engineer (a) Civil (b) Mechanical (c) Electrica	
	3)	l Supervisor (a) Civil (b) Mechanical	
	4)	(c) Electrical Technical assistants.	
C)		**Skilled and other labour (indicate number category wise)**	
	1)	Skilled labour	
	2)	Other labour	

SIGNATURE OF BIDDER

Form - I ADDITIONAL

INFORMATION

(A) Please add any further information which the applicant considers relevant in regard to his capabilities.

(B) Please give a brief note indicating why applicant considers himself eligible

(C) List of works for which tender have already been submitted to the client but not awarded.

Sr. No	Name of Work	Estimated amount (In Cores)	Date of Submission of Offer	Name of Client	Likely date of award	Position with ref. to lowest bid.
[1]	[2]	[3]	[4]	[5]	[6]	[7]

SIGNATURE OF BIDDER

Form – J

DECLARATION BY AFFIDAVIT (ON

NON JUDICIAL STAMP PAPER)

I / We …….. have gone through carefully all the Bid conditions and solemnly declare that I / we will abide by any penal action such as disqualification or black listing or determination of contract or any other action deemed fit, taken by, the Department against us, if it is found that the statements, documents, certificates produced by us are false / fabricated.

I/We have not been black listed in any Department in Govt. of Odisha or in any Other State/Union Govt. due to any reasons.

I /we hereby declare that the Technical bid and financial bid are without any deviations and are strictly in conformity with the documents issued by the Employer.

Signature of the Bidder

Annexure-I

(1) **BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)**

[Ref: - Clause 13.0 of Section – II, Volume – I of Bid Identification No. –CE&BM-MB-10/2026-27]

WHEREAS _____ (name and address of Bidder) (hereinafter called "the Bidder") has submitted their offer dated_____for the work of_____(herein after called the "Bid") against the employer's Bid Identification No_____

KNOW ALL MEN by these presents that WE _____of _____(Name of Bank) having Our registered office at _____are bound unto **Superintending Engineer, Main Dam Division, Burla** (herein after called "Employer") unconditionally & irrevocably for the sum_____(Rupees _____) for which payment will and truly to be made to the said employer, the Bank binds itself, its successors and assigns by the presents.

Sealed with the

Common seal of the said Bank this _____day of _____20_____

THE CONDITIONS OF THIS OBLIGATION ARE:

(2) If the Bidder withdraws or amends, impairs or derogates from the bid in any respect within the period of validity of this bid.

(3) If the Bidder having been notified of the acceptance of his Bid by the employer during the period of its validity in accordance with Instruction to Bidders of the Bid document.

(a) If the Bidder fails to furnish the initial Security Deposit for the due performance of the contract.

(b) Fails or refuses to accept/execute the contract.

WE undertake to pay the employer up to the above amount upon receipt of its first written demand, without the employer having to substantiate its demand, provided that in its demand the employer will note that the amount claimed by it, is due to it, owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 60 days after the period of tender validity as specified in DNIT and any demand in respect thereof should reach the Bank not later than the above date.

We _____(Name of Bank) hereby also undertake to have the signature of Branch Manager issuing Bank Guarantee verified from Local Branch of the Bank in Bhubaneswar, _____(address of Local Branch Bhubaneswar, Odisha) for due authentication.

Our_____Branch at Bhubaneswar (Name & Address of the _____branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if it is served

upon us by the employer at our Bhubaneswar Branch, a written claim or demand and

received by us at our Bhubaneswar branch on or before Dt.

_____otherwis

e bank shall be discharged of all liabilities under this guarantee thereafter.

(Signature of the authorized officer of the Bank)

……..……..

……..

Name and designation of the

officer

……..

Seal, name & address of the Bank and address of the Branch

Annexure – II

BANK GUARANTEE FOR INITIAL SECURITY DEPOSIT (ISD)

[Ref: - Clause 21.0 of Section – II, Volume – I of Bid Identification No. –CE&BM-MB-10/2026-27

WHEREAS

_____(name and address of Contractor) (hereinafter called "the Contractor") has to undertake a contract, in pursuance of Letter of acceptance No. _____dated _____of Superintending Engineer,..... to execute the work of _____[name of work] (hereinafter called "the contract")

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with an unconditional and irrevocable Bank Guarantee by a Nationalized/Scheduled Commercial Bank with branches at Bhubaneswar for the sum specified therein as Initial Security, for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantors and responsible to you, on behalf of the Contractor, up to a total of Rs. _____[amount of guarantee] Rupees _____[in words], such sum being payable and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs_____[amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to _____day of _____ 20 _____ i.e. upto 3 (three) months beyond the date of expiry of the Defects Liability period for the works portion / up to 3 months beyond the O&M period for O&M portion.

We _____(Name of Bank) hereby also undertake to have the signature of Branch Manager issuing Bank Guarantee verified from Local Branch of the Bank in Bhubaneswar, _____(address of Local Branch Bhubaneswar, Odisha) for due authentication.

Our_____branch at Bhubaneswar (Name & Address of the _____branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if it is served upon us by the employer at our Bhubaneswar Branch, a written claim or demand and received by us at our Bhubaneswar branch on or before Dt. _____otherwis e bank shall be discharged of all liabilities under this guarantee thereafter.

(Signature of the authorized officer of the Bank)

……..

……..

Name and designation of the

officer

……..

Seal, name & address of the Bank and address of the Branch

Annexure-III

Revised Bank Guarantee Format for Mobilization Advance Payment

[Ref. Clause 49.0, Section – IV, Vol – I of Bid Identification No. –CE&BM-MB-10/2026-27]

THIS DEED OF GUARANTEE made on …… day of .....20..... BETWEEN … ..... Bank, a Banking Company incorporated under the Banking Companies Act, 19 ……. And having its registered office at ……. In the State of …… (hereinafter called the 'Guarantor') of the ONE PART AND the Governor of Odisha (hereinafter called the 'Government') of the OTHER PART.

WITNESS AS FOLLOWS:-

In consideration of the Governor of Odisha (hereinafter called the 'Government') having agreed to advance a sum of Rs……. (Rupees ……) to ……. (name and address of the contractor) (hereinafter called "the Contractor") against the work concerned by and under the terms and conditions upon agreement No. …… dated …… made between the contractor and the Governor of Odisha, on production of a bank guarantee for `..... (Rupees … .....) we hereby guarantee the payment of sums of money that may be due to the Government on account of any breach of the terms and conditions contained in the aforesaid contract on demand with interest at 12% per annum till payment.

1. We hereby further agree that we are aware of all the terms and conditions of the said contract and shall abide by the decision of the Secretary to Government of Odisha, Water Resources Department, as to whether there has been any breach of the terms and conditions of the said contract and as to whether the supplier is liable to pay any sum as so determined.

2. Any demand made to us for payment of any sum in discharge of this guarantee shall be conclusive proof of the fact that there has been a breach of said contract by the suppliers which warrants the enforcement of this guarantee and is binding on the Bank without prejudice to the claims and counter claims of the parties in the proper court of law.

3. This guarantee shall continue to be enforceable till all dues of the Government under or by virtue of the said contract have been fully paid and its claims are satisfied or discharged or till the Water Resources Department of the State Government certifies the terms and conditions of the said contract have been fully and properly carried out by the said contractor and according discharges the guarantee subject however that the Government has no right under this bond after the expiry of contract period or the extended contract period From the date of its execution, unless the said Government choose to further extend the said period or extended period of guarantee by giving reasonable notice in writing to the bank on account of any special circumstances of which the Government shall be the sole judge.

This guarantee shall be valid until the …… day of ……., 20 …….

We ……. (Name of Bank) hereby also undertake to have the signature of Branch Manager issuing Bank Guarantee verified from Local Branch of the Bank in Bhubaneswar, ……. (address of Local Branch Bhubaneswar, Odisha) for due authentication.

Our…… branch at Bhubaneswar (Name & Address of the … ..... branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if it is served upon us by the employer at our Bhubaneswar Branch, a written claim or demand and received by us at

our Bhubaneswar branch on or before Dt ..... otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

……..

(Signature of the authorized officer of the Bank)

……..

Name and designation of the officer

……..

Seal, name & address of the Bank and address of the Branch

ANNEXURE – IV

BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT (APSD)

[Ref: - Clause 20.1 of Section – II & Clause 50.1 of Section – IV Volume – I of Bid Identification No. – CE&BM-MB-10/2026-27

WHEREAS

_____(name and address of Contractor) (hereinafter called "the Contractor") has undertaken a contract, in pursuance of Contract No. _____dated _____of Executive Engineer.....to execute the work of _____[name of work] (herein after called the contract")

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a Nationalized/Scheduled Commercial Bank with branches at Bhubaneswar for the sum specified therein as security for compliance with its obligations in accordance with the contract. ~~release of Performance Security, for compliance with his obligations in accordance with the Contract;~~

AND WHEREAS we have agreed to give the Contractor such an unconditional & irrevocable Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantors and responsible to you, on behalf of the Contractor, up to a total of Rs _____[amount of guarantee]

_____[in words & figures], ~~such sum being payable~~ and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs

_____[amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to _____day of _____20 _____

We _____(Name of Bank) hereby also undertake to have the signature of Branch Manager issuing Bank Guarantee verified from Local Branch of the Bank in Bhubaneswar, _____(address of Local Branch Bhubaneswar, Odisha) for due authentic

Our_____branch at Bhubaneswar (Name & Address of the _____branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if it is served upon us by the employer at our Bhubaneswar Branch, a written claim or demand and received by us at our Bhubaneswar branch on or before Dt. _____otherwis e bank shall be discharged of all liabilities under this guarantee thereafter.

(Signature of the authorized officer of the Bank)

……..

……..

Name and designation of the

officer

……..

Seal, name & address of the Bank and address of the Branch

ANNEXURE-V

Litigation History

Name of Applicant:

Please describe: Company's history of litigation or arbitration from contract executed in the last ten years or currently under execution. Please indicate for each case the year, name of employer, cause of litigation, matter in dispute, disputed amount, and whether the award was for or against the company.

SIGNATURE OF BIDDER.

ANNEXURE –VI (A)

BANK CERTIFICATE

This is to certify that M/S ……. Is a reputed company with a good financial standing.

If the contract for the work namely "insert name of the work & tender Identification No. " is awarded to the above firm, we shall be able to provide overdraft/ credit facilities to the extent of Rs …… (In words) to meet their working capital requirements for executing the above work.

Place Signature& Seal of Bank Manager

Date [Name & Address of Bank]

ANNEXURE –VI (B)

FORM OF SOLVENCY CERTIFICATE BY BANKS

I, _____

Managing Director / Manager / General Manager / Agent of _____ _____ bank Limited do hereby certify that a _____ _____ [here the Names and addresses of the agency] to be solvent to the extent of _____ [Rupees _____

_____] as disclosed by the information and record which are available with the aforesaid bank.

For the _____Bank

Date:

Place:

Signature of Bank
Manager
[Authorized
Signatory]

APPENDIX -I

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION

Know all men by these presents, We …… (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), …… son/daughter/wife of…….and presently residing at……., who is presently employed with us/ the Lead Member of our Joint Venture and holding the position of ……. , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for qualification and submission of our bid for the **(Name of the project to be inserted)** on **EPC Contract** proposed or being developed by the **Water Resources Department, Govt. of Odisha** through the **Chief Engineer & Basin Manager, Mahanadi Basin, Burla** (the "Employer") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the **Project** with the Employer.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ……., THE ABOVE NAMED PRINCIPAL HAVE

EXECUTED THIS POWER OF ATTORNEY ON THIS …… DAY OF ……. 2…..

For ……..

(Signature, name, designation and address)

Witnesses:

1.

(Notarised)

2.

Appendix I

Page 2

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

APPENDIX - II

FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF JOINT VENTURE

Refer Clause 79(L)

Whereas the **Water Resources Department, Govt. of Odisha** through the **Chief Engineer & Basin Manager, Mahanadi Basin, Burla** ("the Employer") has invited applications from interested on parties for the **(Name of the project to be inserted)** on Percentage rate contract (the "Project").

Whereas, ……., ……., ……..and ……. (collectively the "Joint

Venture") being Members of the Joint Venture are interested in bidding for the Project in accordance with the terms and conditions of the Standard Bidding Document (SBD) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Joint Venture to designate one of them as the Lead Member with highest share in the joint venture with all necessary power and authority to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ……..having our registered office at ……., M/s. ……. ..... having our registered office at ……., M/s. …..... having our registered office at……., and …….having our registered office at ……., (herein after collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/S ……. having its registered office at..... , being one of the Members of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the "Attorney"). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Joint Venture and any one of us during the bidding process and, in the event the Joint Venture is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the qualification of the Joint Venture and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Joint Venture and generally to represent the Joint Venture in all its dealings with the Employer, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Joint Venture's bid for the Project and/ or upon award thereof till the Contract is entered into with the Employer.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Joint Venture.

APPENDIX II

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IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ……. DAY OF ……. 2.....

For ……..

(Signature)

……..

(Name & Title)

For ……..

(Signature)

……..

(Name & Title)

Witnesses:

1.

2.

……

(Executants)

(To be executed by all the Members of the Joint Venture)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

APPENDIX III

FORMAT FOR JOINT BIDDING AGREEMENT FOR JOINT VENTURE

Refer Clause 79(M)

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the …… day of…….. 20…

AMONGST

1. {…… Limited, a company incorporated under the Companies Act, 1956} and having its registered office at …… (hereinafter referred to as the "**First Party**" which expression shall, unless repugnant to the context include its successors and permitted assigns). The **"First Party"** is the lead partner with ..... % share in the joint venture.

AND

2. {…… Limited, a company incorporated under the Companies Act, 1956} and having its registered office at……(hereinafter referred to as the "**Second Party**" which expression shall, unless repugnant to the context include its successors and permitted assigns). The "**Second Party"** is the lead partner with…… % share in the joint venture.

WHEREAS,

(A) THE **Water Resources Department, Govt. of Odisha** represented through the Chief Engineer & Basin Manager, Mahanadi Basin, Burla and having its offices at Office of the……Odisha (hereinafter referred to as the "**Employer**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the **Applications**") by its Invitation for Bids (IFB) with Bid Identification No. …….…… dated ……(the "**SBD**") for qualification of bidders **(Name of the project to be inserted)** on Percentage rate Project (the "**Project**") through a Percentage rate Contract.

(B) The Parties are interested in jointly bidding for the Project as members of a Joint Venture and in accordance with the terms and conditions of the Bid document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the Bid document that the members of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Bid.

2. Joint Venture

2.1 The Parties do hereby irrevocably constitute a Joint Venture (the "**Joint Venture**") for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Joint Venture and not individually and/ or through any other Joint Venture constituted for this Project, either directly or indirectly.

APPENDIX III

Page 2

3. Covenants

The Parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the Project, it shall enter into a percentage Contract with the Employer for performing all its obligations as the Contractor in terms of the Contract for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) The First Party shall be the Lead member of the Joint Venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the Bidding Process and until the Appointed Date under the Contract;

(b) The Second Party shall be {the Member of the Joint Venture; and}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Bid and the Contract, till such time as the completion of the Project is achieved under and in accordance with the Contract.

6. Share of work in the Project

The Parties agree that the proportion of construction in the Contract to be allocated among the members shall be as follows:

First Party:

Second Party:

Further, the Lead Member (First Party) shall itself undertake and perform at least 51 (Fifty-one) per cent or above and the Second party shall itself undertake and perform at least 25 (Twenty-five) per cent or above respectively of the total project if the Contract is allocated to the Joint Venture.

7. Representation of the Parties

Each Party represents to the other Party as of the date of this Agreement that:

(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any Applicable Law presently in effect and having applicability to it;

APPENDIX III

Page 3

(iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the "Defects Liability Period") is achieved under and in accordance with the Percentage rate Contract, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Employer to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of {India/ Odisha}.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Employer.

APPENDIX III

Page 4

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED
For and on behalf of	
LEAD MEMBER by:	SECOND PART
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)

In the presence of:

1. 2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member.

3. Clause Deleted.

APPENDIX IV

Page 1

Statement of Legal Capacity

(To be forwarded on the letterhead of the Applicant/ Lead Member of Joint Venture)

Ref. Date:

To,

.....

Dear Sir,

We hereby confirm that we/ our members in the Joint Venture (constitution of which has been described in the application) satisfy the terms and conditions laid out in the Bidding document.

We have agreed that .....(insert member's name) will act as the Lead Member of our Joint Venture.*

We have agreed that .....(insert individual's name) will act as our representative/ will act as the representative of the Joint Venture on its behalf* and has been duly authorized to submit the Bidding Document. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

**Please strike out whichever is not a applicable.*

SECTION – IV

GENERAL CONDITIONS OF CONTRACT (GCC)

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SECTION – IV

GENERAL CONDITIONS OF CONTRACT

A. GENERAL

1 **Interpretation:**

1.1 In interpreting these Conditions of Contract, singular also means plural, male also means female, and vice-versa. Headings have no significance. Works have their normal meaning under the language of the contract unless specifically defined. The Engineer-in-Charge will provide instructions clarifying queries about the conditions of Contract.

1.2 The documents forming the Contract shall be interpreted in the following order of priority:

a) Articles of Contract

b) Letter of Acceptance, notice to proceed with the works

c) Contractor's Bid (Technical bid)

d) Conditions of contract (Vol I)

e) Specifications

f) Drawings

g) Any other document listed as forming part of the Contract.

2 Engineer-in-Charge's Decisions:

2.1 Except where otherwise specifically stated, the Engineer-in-Charge will decide the contractual matters between the Department and the Contractor in the role representing the Department.

3. Delegation:

3.1 The Engineer-in-Charge may delegate any of his duties and responsibilities to other officers and may cancel any delegation by an official order issued.

4. Communications:

4.1 Communications between parties, which are referred to in the conditions, are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act)

4.2 The contractor at time of signing of Agreement shall furnish the permanent and temporary address of the firm for correspondence. He shall also designate his authorized representative for liaisoning with the Department. In case of change of authorized representative, the new representative shall be promptly designated. The e-mail address, telephone number and Fax number of the firm & the representative shall also be furnished.

5. Sub-contracting:

5.1 If the prime contractor desires to sub-let a part of the work, he should submit the same at the time of filing Bids itself or during execution, giving the name of the proposed Sub-contractor, along with details of his qualification and experience. The Bid Accepting Authority should verify the experience of the Sub-contractor and if the Sub-contractor satisfies the qualification criteria in proportion to the value of work proposed to be sub-let, including his past track record of completion and quality of work, he may permit the same. The total value of works to be awarded on sub-letting shall not exceed 50% of contract value. The extent of subletting shall be added to the experience of the sub-contractor and to that extent deducted from that of the main contractor. No part of the work can be sublet to other short-listed bidder of Barrage Projects of Odisha.

6. Other Contractors:

6.1 The Contractor shall cooperate and share the Site with other contractors, Public authorities, utilities, and the Department. The Contractor shall also provide facilities and services for them as directed by the Engineer-in-charge.

7. Personnel:

7.1 The Contractor shall employ the required Key Personnel named in the Schedule of Key Personnel to carry out the functions stated in the Schedule or other personnel approved by the Engineer-in-charge. The Engineer-in-Charge will approve any proposed replacement of Key Personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

7.2 Failure to employ the required technical personnel including quality management staff by the contractor, the employer would engage any quality assurance staff for implementing quality management Plan. The amounts spent on such deployment will be recovered from the contractor over and above the provision made in part two of schedule-A from the contractors bills. However, this will not absolve the contractor from the responsibility of quality management on contract works.

7.3 The technical personnel including quality assurance personnel should be on full time and available at site whenever required by Engineer-in-Charge to take instructions.

7.4 The names of the technical personnel including quality assurance personnel to be employed by the contractor should be furnished in the statement enclosed separately.

7.5 In case the contractor is already having more than one work on hand and has undertaken more than one work at the same time, he should employ separate technical and quality assurance personnel on each work.

7.6 If the contractor fails to employ technical and quality assurance personnel the work will be suspended, department will engage technical and quality assurance

personnel and recover the cost thereof from the contractor. This will not absolve the contractor from the responsibly of maintaining quality of work and implementing quality management plan.

7.7 If the Engineer-in-Charge asks the Contractor to remove a person who is a member of Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the site forthwith and has no further connection with the work in the contract.

7.8 All Contractors' personnel employed at the plant at any time during the period covered by the present Contract will be provided by him. The Employer is not liable for personnel in any way and cannot be held responsible in the event of litigation of any sort between the Contractor and members of plant personnel or their representatives.

8. Contractor's Risks:

8.1 All risks of loss or damage to physical property and of personnel injury and death, which arise during and in consequence of the performance of the Contractor, are the responsibility of the Contractor.

9. Insurance:

9.1 The Contractor shall provide, in the joint names of the Department and the contractor, insurance cover from the start date to the end of the Defects Liability Period i.e., for 60 months from the date of commissioning & for maintenance period of 5 years or 5 years of flood seasons whichever is more for the following events.

i. Loss of or damage of property in connection with the Contract; and

ii. Personal injury or death of persons employed for construction

iii. Loss of or damage to the Works, Plant and Materials

iv. Loss or damage to the Equipment.

The minimum insurance amounts shall be:

(a) For the Works, Plant and Materials: Amount fixed by insurance company for 5% of the Contract Price.

(b) For loss or damage to Equipment: Amount fixed by insurance company for 5% of the Contract Price.

(c) For loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: Amount fixed by insurance company for 2% of the Contract Price.

(d) For personal injury or death of the contractor's employees or other people:
For death: Insurance coverage of Rs. 5.00 lakhs per occurrence
For injury: Insurance coverage of Rs. 1.00 lakh per occurrence

9.2 Policies and certificates of insurance for events i. & ii. above shall be delivered by the Contractor to the Engineer-in-Charge at the time of concluding Contract. The policies and certificates of insurance for the events (iii) & (iv) of above clause shall

be delivered by the contractor to Engineer-in-Charge on commencement of work & after finalization of planning & design. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred.

i. The contractor shall furnish insurance policy in force in accordance with proposal furnished in the Bid and approved by-the Department for concluding the contract.

ii. The contractor shall also pay regularly the subsequent insurance premium and produce necessary receipt to the Engineer-in-Charge, well in advance.

iii. In case of failure to act in the above said manner the department will pay the premium and the same will be recovered from the Contractors payments.

9.3 Alterations to the terms of insurance shall not be made without the approval of the Engineer- in-Charge.

Any amounts not insured or not recovered from the insurers shall be borne by the Contractor in accordance with their responsibilities under Clause-9.1 above.

The Contractor shall, except if and so far as the Contract provides otherwise, indemnify the Employer against all losses and claims in respect of:

a. Death of or injury to any person, or,

b. Loss of or damage to any property (other than the Works),

Which may arise out of in consequent of the Operation and Maintenance of the Facility and the remedying of any defects therein, and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

The insurance policy shall include a cross liability clause such that the insurance shall apply to the Contractor and to the Employer as separate insurers.

The Employer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or any Subcontractor, The Contractor shall indemnify and keep indemnified the employer against all such damages and compensation, other than those for which the Employer is liable as aforesaid, and against all claims, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.

The Contractor shall insure against such liability and shall continue such insurance during the whole of the time that any persons are employed by him on the Facility. Provided that, in respect of any persons employed by any Subcontractor, the Contractor's obligations to insure as aforesaid under this Sub-Clause shall be satisfied if the Subcontractor shall have insured against the liability in respect of such persons in such manner that the Employer is indemnified under the policy, but the Contractor shall require such Subcontractor to produce to the Employer, when required, such policy of insurance and receipt for the payment of the current premium.

In the event that the Contractor or the Employer fails to comply with conditions imposed by the insurance policies affected pursuant to the Contract, each will indemnify the other against all losses and claims arising from such failure according to the Contract Conditions.

10. Site Inspections:

10.1 The contractor should inspect the site and also proposed quarries of choice for materials source of water and quote his bid price including quarrying, conveyance and all other charges etc.

10.2 The responsibility for arranging the land for borrow area rests with the Contractor and no separate payment will be made for procurement or otherwise. The contractor's quoted bid price will be inclusive of land cost.

11. Contractor to Execute the Works:

11.1 The Contractor shall conduct Surveys, detailed investigation, Planning, approval of designs, construction of all component, supply & erection of mechanical and electrical equipments and Commission the Work in accordance with the approved specifications and Drawings and work programme.

12. Diversion of Streams / Nallas / Drains:

12.1 The contractor shall at all time carry out construction of cross drainage works in a manner creating least interference to the natural flow of water while consistent with the satisfactory execution of work. A temporary diversion shall be formed by the contractor at his cost where necessary. No extra payment shall be made for this work.

12.2 No separate payment for bailing out sub-soil water, drainage or locked up rain water for diversion, shoring, foundations, bailing of pumping water either from excavation of soils from foundations or such other incidental will be paid. The bid price to be quoted by the contractor is for the finished item of work in situ and including all the incidental charges. The borrow pits are also to be de-watered by the contractor himself at his expense, if that should be found necessary.

12.3 The work of diversion arrangements should be carefully planned and prepared by the contractor and forwarded to the Engineer-in-Charge technically substantiating the proposals and approval of the Engineer-in-Charge obtained for execution.

12.4 The contractor has to arrange for bailing out water, protection to the work in progress and the portion of works already completed and safety measures for men and materials and all necessary arrangements to complete the work.

12.5 All the arrangements so required should be carried out and maintained at the cost of the contractor and no separate or additional payment is admissible.

12.6 Necessary Coffer Dams and ring bunds have to be constructed at the cost of contractor and same are to be removed after the completion of the work. The contractor has to quote his bid price keeping the above in view.

13. Power Supply:

13.1 The contractor shall make his own arrangements for obtaining power from the Electricity Distribution Company (DISCOM) for carrying out construction work at his own cost. The contractor will pay the bills of DISCOM for the cost of power consumed by him.

13.2 The contractor shall satisfy all the conditions and rules required as per Indian Electricity Act 1910 and under Rule-45(I) of the Indian Electricity Rules, 1956 as amended from time to time and other pertinent rules.

13.3 The power shall be used for bonafide Departmental work only.

14. Temporary Diversions (Works on Highways):

14.1 The contractor shall at all time carryout work on the highway in a manner creating least interference to the flow of traffic while consistent with the satisfactory execution of the same. For all works involving improvements to the existing highway, the contractor shall in accordance with the directions of the Engineer-in-Charge provide and maintain during the execution of the work a passage for traffic, either along a part of the existing carriage way under improvement or along a temporary diversion constructed close to the highway.

14.2 If in the opinion of the Engineer-in-Charge, it is not possible to pass the traffic on part width of the carriage-way for any reason, a temporary diversion close to the highway shall be constructed as directed. It shall be paved with the materials such as hard murum, gravel and stone, metal to the specified thickness as directed by the Engineer-in-Charge. In all cases, the alignment, gradients and surface type of the diversion including its junctions, shall be approved by the Engineer-in-Charge before the highway is closed to traffic.

14.3 The contractor shall take all necessary measures for the safety of traffic during construction and provide erect and maintain such barricades, including signs, markings, flags lights and information and protection of traffic approaching or passing through the section of the highway under improvement. Before taking up any construction, an agreed phased programme for the diversion of traffic on the highway shall be drawn up in consultation with the Engineer-in-charge.

14.4 The barricades erected on either side of the carriage way portion of the carriage way closed to traffic, shall be of strong design to resist violation and painted with alternative black and white stripe. Red lanterns or warnings lights of similar type shall be mounted on the barricades at night and kept lit throughout from sunset to sunrise.

15. Ramps:

Ramps required during execution may be formed wherever necessary and same are to be removed after completion of the work. No separate payment will be made for this purpose.

16. Monsoon Damages:

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

17.0 The works to be completed by the Intended Completion Date:

The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the programme submitted by the Contractor, as updated with the approval of the Engineer-in-Charge, and complete the work by the Intended Completion Date.

18.0 Safety:

The Contractor shall be responsible for the safety of all activities on the Site.

19.0 Discoveries:

Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Government. The Contractor is to notify the Engineer-in-Charge of such discoveries and carry out the Engineer-in-Charges instructions for dealing with them.

20.0 Possession of the Site.

20.1 The Department shall give possession of the site to the Contractor. If possession of a part site is given, the Department will ensure that the part site so handed over is amenable to carry out the work at site by the Contractor.

21.0 Access to the Site:

21.1 The Contractor shall provide the Engineer-in-Charge any person authorized by the Engineer- in-Charge, access to the site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

22.0 Instructions:

22.1 The Contractor shall carry out all instructions of the Engineer-in-Charge comply with all the applicable local laws where the Site is located.

23.0 Settlement of Disputes:

23.1 If any dispute or difference of any kind whatsoever arises between the department and the Contractor in connection with, or arising out of the Contract, whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of the Contract, it shall in the first place, be referred to for settlement by the Engineer-in-Charge who shall, within a period of *thirty days* of receipt of request of the Contractor to do so, give written notice of his decision to the Contractor. Upon receipt of the written notice of the decision of the Engineer-in-Charge, the Contractor shall promptly proceed without delay to comply with such notice of decision.

23.2 If the Engineer-in-Charge fails to give notice of his decision in writing within a period of thirty days after being requested or if the Contractor is dissatisfied with the notice of the decision of the Engineer-in-Charge, the Contractor may within thirty days of receipt of the notice of decision appeal to the Additional Chief Engineer who will give notice of his decision within thirty days of receipt of the appeal. In case of failure of Additional Chief Engineer to give the decision within stipulated period or if the contractor is dissatisfied with the decision, he may within thirty days of receipt of such notice, appeal to the Chief Engineer who shall offer an opportunity to the contractor to be heard and to offer evidence in support of his appeal. The Chief Engineer, shall give notice of his decision within a period of thirty days after the Contractor has given the said evidence in support of his appeal. Such decision of the Chief Engineer, in respect of every matter so referred shall be final and binding upon the Contractor and shall forthwith be given effect to by the Contractor, who shall proceed with the execution of the works with all due diligence whether he requires further appeal as hereinafter provided, or not. If the Chief Engineer fails to give notice of his decision, as aforesaid within a period of thirty days after being requested as aforesaid, or if the Contractor be dissatisfied with any such decision, then the contractor within thirty days may refer the matter or matters in dispute to Principal Secretary to Government in Department of Water Resources who shall decide within thirty days of receipt of such reference by the contractor and his decision will be final & binding.

23.3 In case the Contractor is dissatisfied with any such decision of Government, for the purpose of jurisdiction in the event of any dispute the contract would be deemed to have been entered in to within the State of Odisha and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any place outside the state of Odisha.

B. TIME FOR COMPLETION

24. Period of Completion:

24.1 Time is the essence of the contract. The total period of completion is 30 calendar months from the date of issue of work order, which shall be the date of commencement of work. The period is inclusive of rainy season. After signing the contract, the Engineer-in-Charge shall forthwith notify the contractor to go ahead with the work with issue of work order & the contractor shall forthwith begin the work. The contractor shall furnish a work programme containing CPM/PERT network within fifteen days of signing of contract so as to achieve the milestones specified in the bid.

24.2 This being an EPC contract on turnkey EPC basis, conducting of surveys, investigation, planning and design, preparation of land plan schedules are within the scope of the contract and the contractor shall meticulously plan so as to obtain the required site for carrying out the work in all schemes simultaneously.

24.3 The contractor shall bear all costs and charges for special or temporary way leases required by him in connection with access to the site. The contractor shall also provide at his own cost any additional accommodation outside the site required by him for the purposes of the work.

24.4 Incentive for Early Completion: For availing incentive clause in any project which is completed before the stipulated date of completion, subject to other stipulations it is mandatory on the part of the concerned 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 & the Administrative Department. The incentive for timely completion should be on a graduated scale of one percent to 10 percent of the contract value. Assessment of incentives may be worked out for earlier completion of work in all respect in the following scale:

Before 30% of contract period =10% of Contract Value
Before 20 to 30% of contract period=7.S% of Contract Value
Before 10 to 20% of contract period=5% of Contract Value
Before 5 to 10% of contract period=2.5% of Contract Value
Before 5% of contract period=1% of Contract Value,

The codal provision as laid by Works Department in their letter No.5288/W Dt.04.05.2016 and OPWD Code Volume-I, Para 3.5.5. and subsequent amendment thereof shall be followed.

25. Construction Programme:

25.1 **The Contractor shall furnish within fifteen days of signing of the contract a work programme**, containing CPM/PERT showing the sequence in which he proposes to carry out the work, monthly progress expected to be achieved, indicating date of procurement of materials plant and machinery. Further, the Contractor shall furnish a quantity wise work programme based on the detailed estimate (as

mentioned in Clause 1.1.1 of Section-I of Voulme-II) with in 15 days of approval of detailed estimate by competent authority. The schedule should be such that it is practicable to achieve completion of the whole work within the time limit fixed and in keeping with the Mile Stone programme specified and shall obtain the approval of the Engineer-in-charge. Further, rate of the progress as in the program shall be kept upto date. In case it is subsequently found necessary to alter this program, the contractor shall submit sufficiently in advance the revised programme incorporating necessary modifications and get the same approved by the Engineer-in-charge. The Engineer-in-Charge will get the program approval by the Chief Engineer before communicating to the contractor.

The Engineer-in-Charge shall have, all times, the right, without any way violating this contract, or forming grounds for any claim, to alter the order of progress of the works or any part thereof and the contractor shall after receiving such directions proceed as per the order directed.

26 Speed of Work:

26.1 The Contractor shall at all times maintain the progress of work to conform to the latest operative progress schedule approved by the Engineer-in-Charge. The contractor should furnish progress report indicating the programme and progress once in a month.

26.2 Delays in Commencement or progress or neglect of work**:**

If, at any time, the Engineer-in-Charge shall be of the opinion that the Contractor is delaying Commencement of the work or violating any of the provisions of the Contract or is neglecting or delaying the progress of the work, he shall so advise the Contractors in writing and at the same time demand compliance in accordance with instructions to Bidder and conditions of Contract. If the Contractor neglects to comply with such demand within seven days after receipt of such notice, it shall then or at any time thereafter, be lawful for the Engineer-in- Charge to take suitable action in accordance with relevant Clauses of contract.

27 Suspension of Works by the Contractor:

27.1 If the Contractor suspends the works, or sublet the work without sanction of the Engineer-in- Charge, or in the opinion of the Engineer-in-Charge shall neglect or fail to proceed with due diligence in the performance of his part of the Contract as laid down in the Schedule rate of progress, or if he shall continue to default or repeat such default, the Engineer-in-Charge shall take action in accordance with Clauses of termination of contract.

28. Extension of completion date:

28.1 No claim for compensation on account of delays or hindrances to the work from any cause whatever shall be accepted. Reasonable extension of time will be allowed only by Government in Dept. of Water Resources, competent to sanction the extension, for unavoidable delays, such as may result from cause(s), which in

the opinion of the Engineer- in-Charge, are undoubtedly beyond the control of the contractor. The Engineer-in-Charge shall assess the period of delay or hindrance caused by any written instructions issued by him.

28.2 The Contractor shall give written notice to the Engineer-in-Charge whenever planning or progress of the works is likely to be delayed or disrupted unless any further drawings or order including a direction, instruction or approval is issued by the Engineer-in-Charge within a reasonable time. The notice shall include details of the drawing or order required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late. If by reason of any failure or inability of the Engineer-in-Charge to issue within a reasonable time in all the circumstances, any drawing or order requested by the contractor the Contractor suffers delay, then the Engineer-in-Charge shall take such delay into account in determining any extension of time for which no compensation shall be claimed by the contractor.

28.3 In the event of the Engineer-in-Charge failing to issue necessary instructions and thereby causing delay and hindrance to the contractor, the latter shall have the right to appeal to the Additional Chief Engineer of the Circle whose decision will be final and binding. The contractor shall lodge in writing to the Engineer-in-Charge a Statement for time extension for any delay or hindrance referred to above, within **thirty (30)** days from its occurrence; otherwise no extension of time will be allowed.

28.4 Whenever authorized alterations or additions made during the progress of the work are of such a nature in the opinion of the Engineer-in-Charge as to justify an extension of time in consequence thereof, such extension will be granted in writing by the Engineer-in-Charge or other competent authority when ordering such alterations or additions.

28.5 Application for extension of time for the completion of a work on the grounds of unavoidable hindrance or any other grounds shall be submitted by the contractor within 30 days of such hindrance & the Engineer-in-Charge -in-Charge shall authorize or recommend such extension of time as deemed necessary or proper within fifteen days of the receipt of the such an application. In cases where the sanction of the higher authorities to the grant of extension of time is necessary, the Engineer-in-Charge -in-Charge should send his recommendation as expeditiously as possible. The higher authority should communicate his decision within 60 days from the date of receipt of recommendation in his office. If the orders of the competent authority are not received in time, the Engineer-in-Charge may grant extension of time under intimation to the concerned authorities so that the contract might remain in force, but while communicating this extension of time, he must inform the contractor that the extension is granted without prejudice to Government's right to levy compensation under relevant clauses of contract.

28.6 The power to grant extension of time vests with Government in Department of Water Resources only.

29.0 Delay Ordered by the Engineer-in-Charge.

The Engineer-in-Charge may instruct the Contractor to delay the start or progress of any activity within the Work.

30.0 Early Warning:

30.1 The contractor is to bring to the notice of the Engineer-in-Charge at the earliest opportunity of specific likely future events or circumstances that may adversely affect the Execution of work.

30.2 The Contractor shall cooperate with the Engineer-in-Charge in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer-in- Charge.

31.0 Management Meetings:

The Engineer-in-Charge may require the Contractor to attend management meetings. The business of a management meeting shall be to review the programme for remaining work and to deal with matters raised in accordance with the early reporting procedure. The minutes of the meeting shall be given in writing for follow up by the parties.

C. QUALITY CONTROL

32.0 Identifying Defects:

32.1 The Engineer-in-Charge shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer-in-Charge may instruct the Contractor to verify the Defect and to uncover and test any work that the Engineer considers may be a Defect.

33.0 Tests:

33.1 If the Engineer-in-Charge instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect, the Contractor shall promptly comply and pay for the test and any sampling.

34.0 Action in case of improper materials and workmanship:

34.1 If in the opinion of the Engineer-in-Charge any work or part thereof is executed with improper materials or defective workmanship the contractor(s) shall when required by the Engineer-in-Charge, forthwith re-execute the same and substitute proper materials and workmanship and in case of default by the contractor(s) in so doing within a week from the date of the requisition, the Engineer-in-Charge shall have full power to employ other person to re-execute the work and the cost

thereof shall be borne by the contractor(s). Every time notice of a Defect is given, the Contractor shall correct the notified defect within the length of time specified by the Engineer-in-Charge's notice.

35.0 Action and compensation payable in case of bad work:

35.1 If at any time before security deposit is refunded to the contractor it shall appear to the Engineer-in-Charge or his subordinate in charge of the work that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality or that any materials or article 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 contract, it shall be lawful for Engineer-in-Charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or article complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part as the case may require or if so required shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own 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 the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent of the **agreement amount** for every day not exceeding ten days during which the failure so continues and in the event of any such failure as aforesaid, the Engineer-in-Charge may rectify or remove and re- execute the work or remove and replace the materials or articles complained, at the cost of the contractor. If the Engineer-in-Charge considers that such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

35.2 The Engineer-in-Charge shall introduce O.K. cards and prescribe the formats there of. O.K. cards shall relate to all major components of the work. The contractor / his authorized representative shall be required to initiate and fill in and present the O.K. card to the construction staff who would check the respective items and send to Engineer-in-Charge or his representative for final check and clearance / O.K. Any defects pointed out by the supervision staff of department shall promptly be attended to by the contractors and the fact of doing so be duly recorded on the back of O.K. card.

35.3 The Engineer-in-Charge may also introduce checklists, which shall be kept in Bound registers by the construction supervision staff. The contractor may be required to fill up these lists in the first instance and shall be subsequently checked by the Construction / Quality Control Engineers.

36.0 Quality Control:

Quality control monitoring reports, test results, reports - of corrective action etc, shall be furnished to the employer at regular intervals.

Quality Audit shall be got conducted by the Engineer-in-Charge departmentally or by other organization and the contractor shall extend the testing facilities to them also.

The contractor shall produce the Quality records maintained by him to the department or his authorizing agent for the quality audit.

D. COST CONTROL

37.0 Contract Price

37.1 The contract price shall be the total value of work on EPC turn key contract as per contract agreement including operation & maintenance of the work for five years or five flood seasons, whichever is more from the date of commissioning of the project.

37.2 The essence of the contract is to develop optimum in-stream storage with no/minimum submergence of private properties to make the water available for use by the public in irrigating their land and for other domestic and commercial purpose depending on availability. It will also facilitate recharging of ground water.

37.3 The contractor will be paid a firm contract price for completion of all works as specified under the scope of the work under the contract.

37.4 Variation in any respect shall not be considered for compensation.

37.5 Notwithstanding anything that is stated, the contract price once accepted by the employer shall be final and shall not be subject to any claims on any ground what so ever of the Contractor.

37.6 The contract price of the total work is divided among different component of works as per the percentages specified in Financial Bid- Break up of Bid amount and payments will be regulated accordingly.

37.7 The contractor shall pay all duties and taxes in consequence of his obligations under the contract and the contract price shall not be adjusted for such costs.

37.8 Contract price will be paid to the Contractor in Indian Rupees only.

38.0 Changes in the Quantities:

38.1 Being a lump sum contract on EPC-Turnkey basis, the contractor is bound to complete the entire work under the contract on a firm lump sum price quoted and on a single source responsibility basis. The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the contract price. Therefore, the contractor is bound to execute all supplemental works that are found essential, incidental and inevitable for completion of work in all respect during execution of the work and also during Operation and Maintenance period of five years or five flood seasons whichever is more.

38.2 Entrustment of additional items:

38.2.1 Wherever additional items not contingent on the main work and outside the scope of original contract are to be entrusted to the original contractor, entrustment of

such items and the price to be paid shall be referred to a committee consisting of serving Engineers of Department of Water Resources approved by Government for final decision and it shall be binding on the contactor.

38.2.2 Entrustment of the additional items contingent on the main work will be authorized by the employer and the contactor shall be bound to execute such additional items at no extra cost to the employer and the cost of such items shall be deemed to have been included in the contract price quoted.

39.0 Cash Flow Forecasts:

When the program is updated, the contractor is to provide the Engineer-in-Charge with an updated cash flow forecast.

40.0 Financial Bid & Payment Schedules:

40.1 The bidder shall quote lump sum Bid Price for the entire work including O&M in the prescribed format given in APPENDIX -FB of Financial Bid.

40.2 The total work specified under EPC contract including the Operation and Maintenance, is divided into Five major components of work to facilitate payments component wise as specified in Appendix-FB under Financial Bid. ~~The cost of each of the above components is to be quoted by the bidder as percentage of the Bid price~~.

40.3 The payment for each of the components of works shall be limited to the respective amounts arrived on the basis of percentages specified in Appendix–F.

40.4 Two components (i.e. at Sl No. 2, 3) shown in Appendix-F have been further sub-divided into appropriate stages for the purpose of stage payment as specified in Appendix-F1 to F2.

40.5 This stage payment shall be limited to the respective amounts arrived on the basis of percentages specified in the Appendix F1 to F2.

40.6 The stage payment mentioned in F1 to F2 may be further sub divided into sub components with amount as percentages of the stages by the contractor, which shall be duly approved by the Chief Engineer. ~~before signing of agreement~~. The sub-component should have relation to the programme of construction taking due cognizance of interdependency of various activities. The sum of payment for each of the sub components shall be limited to the respective stage amounts arrived on the basis of percentages specified in Appendix F1 to F2.

40.7 Payment shall be released only on the basis of completion of work of respective component / sub-component.

40.8 The Engineer-in-Charge shall check the Contractor's monthly statement within **7** days of submission.

40.9 The value of work executed shall be determined by the Engineer-in-charge as per the estimate prepared by the contractor after approval of design and sanctioned

by the competent authority. If the contractor does not submit the detailed estimate further payment would be held up.

40.10 The Engineer-in-Charge may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

40.11 The contractor shall be permitted to submit their work bills once in a month **by 25th of every month** and payment will be made after proper check of quantity and quality within **5** days of the receipt of the bills in proper shape.

40.12 The Competent authority is empowered to modify the percentage of components, on approval of design and drawing based on the detailed investigation, detailed drawings and detailed estimation done by the contractor and sanctioned by competent authority, keeping the total price bid unaltered.

40.13 The Chief Engineer is empowered to modify the sub components stage wise keeping the percentages of stages unaltered.

40.14 The contractor shall give "Bill of Quantities" based on the detailed estimates prepared on the basis of approved design; drawings and items of the estimate shall be suitably clubbed or grouped for assessment of value of work done.

41.0 Measurement & Payments:

41.1 The contractor shall execute the various components of work as per approved drawings and specifications. The contractor shall arrange to take and record all measurements of work done of various components of work in the Measurement Books/Level field books issued to him and plotted in the cross section sheets and quantities arrived as per actual execution as and when required.

41.2 In respect of works, Measurement Books/Level field books have to be issued by the Engineer- in-Charge to Contractor duly certified and numbered for recording measurements and levels. The Measurement Books/Level field books shall be maintained by Contractor and bills are to be submitted to the Engineer-in-Charge by the Contractor along with a true extract of the entire set for checking and making payment. The Engineer-in-Charge has to keep the full set of true extract with him and return the originals to the agency for further use. The entire original record shall be finally handed over for record to the Engineer-in-Charge by the Contractor.

41.3 Measurements will be recorded by the contractor for the finished work only for which all tests are conducted and work done in accordance with specifications and contract conditions by using the materials specified in the contract.

41.4 The contractor shall prepare monthly work bills based on the measurements of work done already recorded as stated above and submit to Engineer-in-Charge duly signed by them or his authorized signatory for arranging payment. Only completed portions of the works will be billed as per Break up of components & sub components by the contractor.

41.5 The Engineer-in-Charge shall exercise check to see that the bill submitted by the Contractor is in accordance with Agreement conditions & certified by the Department quality control authority and 3rd party quality control agency if both are deployed on the work.

41.6 The Engineer-in-Charge should check the claim with reference to the measurements recorded to see that the percentage at which the bill is claimed is clearly traceable into the documents on which payments are to be made. Payments shall be adjusted for recovery of advance payments, liquidated damages in terms of agreement conditions, security deposit for due fulfillment of the contract. Recoveries shall be effected towards royalty charges on the material used and GST and other statutory recoveries as per State and Central Government rules and Acts.

41.7 In case of over payments or wrong payment if any made to the contractor due to wrong interpretation of the provisions of the contract or Contract conditions etc., such unauthorized payment will be deducted in the subsequent bills or final bill for the work or from the bills under any other contracts with the Government or at any time thereafter from the deposits available with the Government.

41.8 Any recovery or recoveries advised by the Government Department either state or central, due to non-fulfillment of any contract entered into with them by the contractor shall be recovered from any bill or deposits of the contractor.

41.9 No claim shall be entertained, if the same is not represented in writing to the Engineer-in- Charge within 15 days of its occurrence.

41.10 The contractor is not eligible for any compensation for inevitable delay in handing over the site or for any other reason. In such case, suitable extensions of time will be granted after considering the merits of the case.

41.11 The Employer shall within 28 days of receiving a Statement and supporting documents, give to the Contractor notice of any items in the Statement with which the Engineer in charge disagrees, with supporting particulars. Payments due shall not be withheld, except that;

a) If anything supplied or work done by the Contractor is not in accordance with the Contract, the cost of rectification or replacement may be withheld until rectification or replacement has been completed; and / or

b) If the Contractor was or is failing to perform any work or obligation in accordance with the contract and as notified by the Engineer in charge, the value of this work, or obligation may be withheld until the work or obligation has been performed.

The Employer may, in any payment, make any correction or modification that should properly be made, to any amount previously considered due. Payment shall not be deemed to indicate Engineer-in-Charge's acceptance, approval, consent or satisfaction.

41.12 All progressive payments made to the Contractor shall be reviewed on quarterly basis and reconciled with the break-up of the schedule. Over payments/under payments made, if any, shall be adjusted in the next interim/final payments.

41.13 Measurement shall be signed and dated by both parties on the Site. If there is any dispute in any of the measurements a note to the effect shall be made in the measurement record against the disputed items and such note shall be signed and dated by both parties engaged in taking the measurements and the Parties shall discuss and resolve the same in accordance with relevant clauses of the contract.

42.0 Interest on Money due to the Contractor:

42.1 No omission by the Engineer-in-Charge to pay the amount due upon certificates shall vitiate or make void the contract, nor shall the contractor be entitled to interest upon any guarantee fund or payments in arrears, nor upon any balance which may, on the final settlement of his accounts, found to be due to him.

43.0 Commissioning of Project:

After completion of the work, it shall be run for testing and commissioning in consultation with Engineer-in-Charge and the defects are to be rectified promptly. The date of commissioning of the project is to be notified by the Engineer-in-Charge in consultation with the contractor considering the availability of water for ponding.

The Engineer-in-Charge shall notify the date on which a work was finally commissioned, to all concerned. This date of commissioning of the work shall be considered as the start date of defect liability period and Operation & Maintenance of the work.

44.0 Certificate of Completion of Works:

44.1 On request of contractor, on completion of the work, the contractor shall be furnished with a certificate by the Engineer-in-Charge of such completion. But no such certificate shall be given nor shall the work be considered to be complete until the defects noticed has been rectified, the contractor(s) have removed from the premises on which the work shall have been executed, all scaffoldings, surplus materials and rubbish and shall have cleaned dirt from all wood work, doors, windows wall floors or other parts of any structures in or upon which the work has been executed or of which he / they may have had possession for the purpose of executing work, nor until the work shall have been measured by the Engineer-in-Charge or where the measurements have been taken by his subordinate until they receive the approval of the Engineer-in-Charge, the measurements being binding and conclusive against the contractor(s). If the contractor(s) shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work, the Engineer-in-Charge may at the expense of the contractor (s) remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor(s) shall forthwith bear all

the expenses to be incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

The completion certificate of the Engineer-in-Charge showing the final balance due or payable to the contractor(s) shall be conclusive evidence of the work having been duly completed and that the contractor(s) shall be entitled to receive payment of the final balance in accordance with such certificate, but without prejudice to the liability of the contractor(s) under the provisions of the clause.

44.2 Similarly, the Contractor may request and the Engineer-in-Charge shall issue a Certificate of Completion in respect of:

a) Any section of the Permanent works in respect of which a separate time for completion is provided in the Contract, and

b) Any substantial part of the Permanent Works, which has been both completed to the satisfaction of the Engineer-in-Charge and occupied or used by the Department.

44.3 If any part of the Original/Permanent Works shall have been completed and shall have satisfactorily passed any final test that may be prescribed by the Contract, the Engineer-in- Charge may issue such certificate, and the Contractor shall be deemed to have undertaken to complete any outstanding work in that part of the Works during the period of Maintenance.

44.4 Issue of completion certificate shall not free the contractor of its obligation to the execution of the works that may be pointed out by the Engineer-in-charge as essential for the fulfillment of the scope of work at a later date during maintenance period.

45.0 Taxes included in the Bid:

45.1 The Bid price quoted by the contractor shall be exclusive of GST for performance of this Contract. The GST shall be paid extra as per the prevailing rate during the period of execution.

46.0 PRICE ADJUSTMENT OF CONTRACT PRICE: (AS PER WORKS DEPARTMENT O.M. NO. 15847/W DATED 19.11.2019 &1739 DATED 03.02.2023)

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

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

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

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

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

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

The formula(e) for adjustment of prices are:

46 a (i): Adjustment of Other Material Component

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

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

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

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

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

P_m - Percentage of local material component (other than cement, steel, bitumen and POL) of the work.

46a(ii): Adjustment for Cement Component

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

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

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

C_0 = The all India wholesale price index for Ordinary Portland Cement (OPC) on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce and Industry, Government of India, New Delhi

C_1 = The all India wholesale price index for Ordinary Portland Cement (OPC) for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

P_C = Percentage of Cement Component of the work

46 a(iii): Adjustment for Steel Component

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

$V_S = 0.85 \times P_S/100 \times R \times (S_1 - S_0) / S_0$

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

S_0 = The all India wholesale price index for steel (Mild Steel long products) on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce and Industry Government of India, New Delhi.

S_1= The all India wholesale price index for steel (Mild Steel long products) for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

PS =Percentage of steel component of the work

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

46(a)(iv): Adjustment of Bitumen Component

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

$V_b = 0.85 \times P_b /100 \times R \times (B_1 - B_o)/B_o$

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

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

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

Pb = Percentage of bitumen component of the work

46(a)(v): Adjustment towards differential cost of Pipes.

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

$V_{pi} = 0.85 \times P_{pi}/100 \times R \times (Pi1 - P_{i0})/ P_{i0}$

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

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

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

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

46(b): Adjustment of Labour Component

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

$V_L = 0.85 \times P_L/100 \times R \times (L_1 — L_O) / L_O$

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

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

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

P_L = Percentage of labour component of the work.

46(c): Adjustment of POL (fuel and Lubricant) Component

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

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

V_f = Increase or decrease in the cost of work during the month under

Consideration due to changes in the rates for fuel and lubricants.

F_0 = The official retail price of High-Speed Diesel (HSD) at the existing consumer pumps of IOC / BPCL/ HPCL at nearest center on the day 28 days prior to the date of opening of Bids.

F_1 = the official retail price of HSD at the existing consumer pumps of IOC / BPCL/ HPCL at nearest center for the 15th day of the month under consideration.

P_f = percentage of fuel and lubricants component of the work

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

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

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

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

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

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

P1 = The all India wholesale price index for manufacture of machinery for mining, quarrying and construction for the month under consideration as published by the Ministry of Commerce and Industry, Government of Indla, New Delhi.

Pp = Percentage of plant and machinery spares component of the work

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

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

Sl. No.	Item in WPI 1993-94 series	Item in WPI 2004-05 series	Item in WPI 2011-12 series
1.	Cement	Grey Cement	Ordinary Port land cement
2.	Bars & rods	Rebars	Mild steel long products
3,	Heavy Machinery & parts	Construction Machinery	Manufacture of machinery for mining, quarrying & construction.

46 (e): APPLICATION OF ESCALATION CLAUSE:

The contractor shall for the purpose of availing reimbursement/refund of differential cost of steel, bitumen, cement, pipe, pol and wages, keep such books of account and other documents as are necessary to show that the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of government and further, shall at the request of the engineer-in-charge, furnish documents to be verified in such a manner as the engineer-in-charge may require any document and information kept. The contractor shall within a reasonable time of 15 days of his becoming aware of any alteration in the price of suc wages of labour and/or price of p.0.l, give

notice thereof to the engineer-in-charge stating that the same is given pursuant to this condition along with information relating to there to which he may be in a position to supply.

Percentage Table

Sl. No.	Category of works		% Component (Cost wise)		
			Labour (Pl)	POL (Pf)	Steel (Ps)+ Cement (Pc) + Bitumen (Pb) + Pipes (Ppi) + Plant & Machinery Spare & Component (Pp) + Other Materials*
1	R&B works (% of Component)	Road Works	5	5	90
		Bridge Works	5	5	90
		Building Works	5	5	90
2	Irrigation Works (% of Component)	Structural works	5	5	90
		Earth, Canal & Embankment works	5	5	90
3	P.H Works	Structural works	5	5	90
		Pipe line work	5	5	Pipe- 70% *Machinery + Other Materials- 20%
		Sewer line	5	5	Pipe- 70% *Machinery + Other Materials- 20%

*Note:- Further breakup may be worked out considering the consumption of Cement, Steel, Bitumen, pipe and Plant & Machinery Spare Component in the concerned works and shall be provided in the bid document in shape of schedule of Adjustment Data as an "Appendix to Bid". (enclosed herewith).

Appendix. to Bid

Schedule of Adjustment Data

[For all works, adjustment factor for Labour and POL shall be considered at the rate of 5% each. Steel, Cement, Pipes, other Materials and Machinery shall contribute to 90% of Price Adjustment and shall be calculated for each work separately during preparation of estimate, shall be approved by the authority during technical sanction as a "Schedule of Adjustment Data" and shall form part of the Bid Document. The cases where the original technically sanctioned estimate gets revised. the technical sanction to the revised estimate will be obtained from the competent authority as provided under Para 3.11.2 (b) of OPWD Code, Volume-l Based on the revised technically sanctioned estimate, the Labour & the POL component shall be given the weightage of 5% each as provided in O MNo.15847M dated 19.11.2019 of Works Department and the weightage of 90% on steel, cement, bitumen. pipes, other materials and plant and machinery spare component shall be given as per the technically sanctioned revised estimate excluding the extra items. The revised weightage of "Schedule of Adjustment Data" based on revised technically sanctioned estimate shall be included as an Addendum to the agreement. The technical sanctioning authority shall be the competent authority for this purpose.]

' Cl. No-46 Contracts Sl. No	Index description	Source of index	Base value *	Base Date*	Weightage of item**
46(a) (i)	Other Materials	All India Whole sale price index (all commodities) as published by the; Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			
46(a) (ii)	Cement	Whole sale price index for Cement (Ordinary Portland Cement) as published by the office the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry			
46(a) (iii)	Steel	Whole sale price index for Steel (Mild Steel- Long Products) as published by the office of the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry			
46(a) (iv)	Bitumen (VG-30)	Official retail price of bulk bitumen at the nearest IOC/ HPCL depo			
46(a) (v)	Pipes	Whole sale price index for the type of Pipe under consideration, as published by the office the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry			
46(b)	Labour	Minimum Wage notified by the Labour and Employee's State Insurance Department of Government' of Odisha, India			5 0/0
46(c)	POL	Official retail price of HSD at nearest IOCL/ HPCL/ BPCL Consumer pump depot			5 0/0
46(d)	Plant and Machinery	Whole sale price index for Manufacture of Machinery for Mining, Quarrying and Construction as published by the office the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry			
				Total	100 0/0

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

**Values to be filled up in the bid document.

47.0 Liquidated Damages for Delay:

47.1 If for any reason, which does not entitle the contractor to an extension of time, the rate of progress of works, or any section of works is at any time, in the opinion of the Engineer-in- Charge too slow to ensure completion by the prescribed time or extended time for completion, Engineer-in-Charge shall so notify the contractor in writing and the contractor shall there upon take such steps as are necessary to expedite progress so as to complete the works or such section by the prescribed time or extended time. The contractor shall not be entitled to any additional payment for taking such steps. If as a result of any notice given by the Engineer-in-Charge under this clause the contractor shall seek the Engineer-in-Charge's permission to do any work at night or on Sundays, if locally recognized as days or rest, or their locally recognized equivalent, such permission shall not be unreasonably refused.

47.2 If the Contractor fails to complete the work substantially under contract by the stipulated date, he shall pay liquidated damages at the rate of 0.05 percentage of the contract value per day from the date of delaying the said work upto the date of completion and handing over to the Government.

47.3 However also if the contractor fails to complete any part of the work as designated in the mile stone, by the time indicated against such part, he shall pay Liquidated damages at rate of 0.05 percentage of value of that part per day from the date of delaying the said part of the work up to the date of completion of the said designated part.

47.4 The aggregate maximum of liquidated damages payable under this clause shall not exceed 0.05 percentage of contract value per day and shall be subject to the maximum amount of ten percent of the contract amount. In case of achieving the final milestone of completion of the contract in scheduled period, recommendation will be made to the competent authority for refund of the Liquidated Damages imposed for the intermediate milestones.

47.5 Delays requiring payment of liquidated damages amounting to 10% of the contract amount shall be sufficient cause for termination of contract and for forfeiture of security deposit.

48.0 Rescission of Contract

Delays requiring payment of 10% of contract amount, as liquidated damages shall be one of the causes for rescission of contract.

To rescind the contract (of which the recession notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence) 20% of the value of left over work will be realized from the contractor as penalty.

In the Event of any of the above courses being adopted by the Engineer-in-Charge, 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 thereto for actually performed under this contract, unless and until the Engineer-in-Charge shall have certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified. (Works Dept No.10639 dated 27.05.2005).

49.0 Mobilization Advance:

49.1 The contractor is permitted to avail the facility of mobilization advance equivalent to 10% of the contract amount in phases. Payment of the advance will be made on application of contractor and under certification by the Engineer-in-Charge after (i) Execution of the form of contract by the parties there to (ii) provision by the contractor of a Bank Guarantee from any Nationalized / Scheduled Commercial Bank located anywhere in the country with branches at Bhubaneswar with facility of authentication & encashment of the bank guarantee, for an amount equal to the mobilization advance applied for such bank guarantee shall remain valid until the said advance loan has been completely repaid by the contractor out of the current earnings under the contract and certified accordingly by the Engineer-in-charge.

49.2 A form of Bank Guarantee acceptable to Engineer-in-Charge is indicated in Section III (under Forms and Annexure). The advance mobilization loan shall be used by the contractor exclusively for mobilization expenditures, including the mobilization of constructional plant, in connection with the works.

49.3 The mobilization advance shall be released in 3 phases only in first 12 months on request of the contractor against Bank Guarantee as stated above. On signing of the contract, the contractor, on request, may be allowed to avail mobilization advance amounting to

i) 2% of the contract amount for works to mobilize the men and machineries for the survey, investigation, planning and design work;

ii) 4% on approval of Design & Drawing including vetting at least 50 % of the project.

iii) and the balance 4% on commencement of works.

49.4 Should the contractor misappropriate any portion of the advance loan, it shall become due to the Engineer-in-Charge and payable immediately in one lump by the contractor and no further loan will be considered thereafter.

49.5 The above advance shall bear an interest of 12% per annum. The interest on the amounts paid, as advance is chargeable from the date the amount is paid. However, if completion is delayed by circumstances beyond control of the contractor for which an extension has been granted by the competent authority the interest charges on such advances shall be waived for the period of extension.

49.6 The value of Bank Guarantee for the advance payment given to the contractor can be progressively reduced by the amount repaid by the contractor as certified by the Engineer-in- Charge.

49.7 Recovery of Advances:

a. The advance loan together with interest at the rate of **12%** shall be repaid by way of deductions from the intermediate payments under the contract. Deduction shall commence in the next interim payment following that in which the total of all such payments to the contractor have reached 20 percent of the contract amount. The mobilization advance along with interest shall be recovered in such a way that the full amount is recovered, **by the time 80% work is completed.**

b. Each installment of mobilization advance shall be repaid by the contractor not later than 365 (Three hundred & sixty-five) days from the respective date of mobilization advance payment. The contractor shall repay each installment/phase of the advance payment on or before the due date of repayment. The parties expressly agree that for any delay in repayment of the mobilization advance payment, the contractor shall pay interest to the employer for each day of delay, such interest to be calculated @ 18% (eighteen) per annum. In the event of the contractor's failure to make the repayment on time, the employer shall be entitled to encase the bank guarantee for recovery of mobilization advance along with interest.

c. If the advance payment has not been fully repaid prior to termination as per the agreement, the whole of the balance mobilization advance, along with interest, outstanding against the contractor shall immediately become due & payable by the contractor to the employer. Without prejudice to the provisions of clause of termination for contractor's default, the advance payment along with interest **@12%** per annum from the date of advance payment to the date of recovery by encashment shall be recovered from the contractor by encashment of the bank guarantee. For the avoidance of doubt, the aforesaid interest shall be payable on each installment/phase of the advance payment regardless of whether the installment or any part thereof has been repaid to the employer prior to termination.

50.0 Securities Deposit:

50.1 Performance Security Deposit:

a. The Department shall retain from each payment due to the contractor, 5% of gross bill amount until completion of the works. The Performance Security shall be released **only after completion of defect liability period.**

b. The **Additional Performance Security Deposit** "APSD" (as mentioned in Clause 20.1, Section-II, Vol-1) shall be refunded to the contractor after successful commissioning of the total work within 7 (seven) days of issuance of commissioning certificate.

50.2 All compensation, liquidate damages or other sums or money payable by the contractor to Government under the terms of this contract shall be deducted from or recouped by the realization of a sufficient part of his security deposit, or from the

interest arising there from or from any sums which may due or may become due by Government to the Contractor on any account whatsoever whether in respect of this contract, or any other contract, or otherwise. In the event of his security deposit being reduced by reason of any such deduction or recoupment as aforesaid, the contractor shall within ten days thereafter, make good the sum or sums required to make good the shortfall in the amount of the security deposit.

50.3 All dues under this contract or other contract, or otherwise; shall be recovered from the aforesaid amount of security deposit and the balance shall be refunded only after one year from the date of completion of the work. While releasing the securities beyond the defect liability period, the sufficiency of securities for the recovery of cost for excess energy consumption beyond the guaranteed power consumption shall be taken into consideration.

51.0 Cost of Repairs:

Loss or damage to the Works or materials to the Works between the Start Date and the end of the Defects Correction Periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. FINISHING THE CONTRACT

52.0 Completion:

52.1 On completion of the work, the contractor (s) shall be furnished with a certificate by the Engineer-in-Charge of such completion. But no such certificate shall be given nor shall the work be considered to be complete until the defects noticed has been rectified, contractor(s) have removed from the premises on which the work shall have been executed, all scaffoldings, surplus materials and rubbish and shall have cleaned of dirt from all wood work, doors, windows wall floors or other parts of any structures in or upon which the work has been executed or of which he / they may have had possession for the purpose of executing work, nor until the work shall have been measured by the Engineer-in-Charge or where the measurements have been taken by his subordinate until they receive the approval of the Engineer-in-Charge, the measurements being binding and conclusive against the contractor(s). If the contractor(s) shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work, the Engineer-in-Charge may at the expense of the contractor

(s) remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks it and clean off such dirt as aforesaid, and the contractor(s) shall forthwith bear all the expenses to be incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

52.2 The completion certificate of the Engineer-in-Charge showing the final balance due or payable to the contractor(s) shall be conclusive evidence of the work having been duly completed and that the contractor(s) shall be entitled to receive

payment of the final balance in accordance with such certificate, but without prejudice to the liability of the contractor(s) under the provisions of the clause.

53.0 Taking Over:

The Department shall take over the site and the Works within fifteen days of the Engineer-in- Charge issuing a certificate of successful completion of Operation & maintenance work.

54.0 Final Account:

The Contractor shall supply to the Engineer-in-Charge a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer-in-Charge shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer-in-Charge shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the final Account is still unsatisfactory after it has been resubmitted, the Engineer-in-Charge shall decide on the amount payable to the Contractor and issue a payment certificate within 90 days of receiving the Contractor's revised account.

55.0 Termination:

The Department may terminate the Contract if the contractor causes a fundamental breach of the Contract.

55.1 Fundamental breaches of Contract include, but shall not be limited to the following.

a) The Contractor stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Engineer-in-Charge.

b) The contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.

c) The Engineer-in-Charge gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer-in-Charge; and

d) The Contractor does not maintain a security which is required and

e) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages is to be paid as defined

f) If the contractor, in the judgment of the Department has engaged in corrupt or fraudulent practices in competing for or in the executing the contract for the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government and includes collusive

practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.

55.2 Notwithstanding the above the Department or Engineer-in-Charge or Employer may terminate the contract for convenience.

55.3 If the Contract is terminated, the Contractor shall stop work immediately, make the site safe and secure, leave the site as soon as reasonably possible.

56.0 Payment upon Termination:

If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer-in-Charge shall issue a certificate for the value of the work done less advance payments received upon the date of the issue of the certificate, less other recoveries due in terms of the Contract, less taxes due to be deducted at source as per applicable laws and **less 20 percent** of the value of work not completed. If the total amount due to the Department exceeds any payment due to the Contractor the difference shall be a debt payable to the Department. In case of default for payment within 28 days from the date of issue of notice to the above effect, the contractor shall be liable to pay interest at 12% per annum for the period of delay.

57.0 Property:

All materials on the site, plant, equipment, Temporary works and works are deemed to be the property of the Department if the Contract is terminated because of Contractor's default.

58.0 Releases from Performance:

If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Department or the Contractor the Engineer-in-Charge shall certify that the contract has been frustrated. The Contractor shall make the site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all works carried out before receiving it and for any work carried out after wards to which commitment was made.

F. OTHER GENERAL CONDITIONS

59.0 Water Supply

The Contractor has to make his own arrangements for water required for the work and to the colonies and work sites, which are to be established by the Contractor.

60.0 Electrical Power

The Contractors will have to make their own arrangements for drawing electric power from the nearest power line after obtaining permission from the DISCOM at his own cost. In case of failure of electricity, the Contractor has to make alternative arrangements for supply of electricity by Diesel Generator sets of suitable capacity at place of work. If the supply is arranged by the Department, necessary Tariff rates shall have to be paid based on the prevailing rates.

The contractor will pay the bills of DISCOM for the cost of power consumed by him.

The contractor shall satisfy all the conditions and rules required as per Indian Electricity Act 1910 and under rule-45 (1) of the Indian Electricity Rules, 1956 as amended from time to time and other pertinent rules.

The power shall be used for bonafide Departmental works only.

60.1 Electric Power for Domestic Supply:

a) The contractor has to make his own arrangements for the supply of electric power for domestic purposes and the charges for this purpose have to be paid by him at the rates as fixed by the DISCOM from time to time.

b) The contractor will have to make his own arrangements to lay and maintain the necessary distribution lines and wiring for the camp at his own cost. The layout and the methods of laying the lines and wiring shall have the prior approval of the Engineer-in-Charge. All camp area shall be properly electrified. All lines, streets, approaches for the camp etc., shall be sufficiently lighted for the safety of staff and labour of the contractor, at the cost of the Contractor and it will be subject to the approval of the Engineer-in-Charge.

61.0 Land:

61.1 **Land for Contractors use:**

The contractor may be permitted to use Government land for execution of work by the competent authority. The contractor shall have to make his own arrangements for acquiring and clearing the site, leveling, providing drainage and other facilities for labour staff colonies, site office, work-shop or stores and for related activities. The Contractor shall apply to the competent authority through the Department within reasonable time after the award of the contract and at least 30 days in advance of its use, the details of land required by him for the work at site and the land required for his camp. Should any private land, which has not been acquired, be required by the contractor for his/her use, the same may be acquired by the

contractor at his own cost by private negotiations and any claim shall not be admissible to him/her on this account.

The Engineer-in-Charge reserves the right to refuse permission for use of any government land for which no claim or compensation shall be admissible to the contractor. The contractor shall, however, not be required to pay cost or any rent for the Government land given to him.

61.2. **Surrender of Occupied Land:**

a) The Government land as here in before mentioned shall be surrendered to the competent authority within seven days, after issue of completion certificate. Also no land shall be held by the contractor longer than the Engineer-in-Charge shall deem necessary and the contractor shall on the receipt of due notice from the Engineer-in-Charge, vacate and surrender the land which the Engineer-in-Charge may certify as no longer required by the Contractor for the purpose of the work.

b) The contractor shall make good to the satisfaction of the Engineer-in-Charge any damage to areas, which he has to return or to other property or land handed over to him for purpose of this work. Temporary structures may be erected by the contractor for storage sheds, offices, residences etc., for non-commercial use, with the permission of the Engineer-in-Charge on the land handed over to him at his own cost. At the completion of the work these structures shall be dismantled site cleared and handed over to the Engineer-in-Charge. The land required for providing amenities will be given free of cost from Government lands if available otherwise the contractor shall have to make his own arrangements.

62.0 Approach Roads and Roads in Work Area:

In addition to existing public roads and roads Constructed by Government, if any, in work area all additional approach roads inside work area and camp required by the Contractor shall be constructed and maintained by him at his own cost. The layout design, construction and maintenance etc. of the roads shall be subject to the approval of the Engineer-in-Charge. The contractor shall permit the use of these roads by the Government free of charge.

It is possible that work at, or in the vicinity of the work site will be performed by the Government or by other contractors engaged in work for the Government during the contract period. The contractor shall without charge permit the government and such other contractor and other workmen to use the access facilities including roads and other facilities, constructed and acquired by the contractor for use in the performance of the works.

The contractor's heavy construction traffic or tracked equipment shall not traverse any public roads or bridges unless the contractor has made arrangement with the authority concerned. In case contractor's heavy construction traffic or tracked equipment is not allowed to traverse any public roads or bridges and the contractor is required to make some alternative arrangements, no claim on this account shall be entertained.

The contractor is cautioned to take necessary precautions in transportation of construction materials to avoid accidents.

63.0 Payment for Camp Construction:

No payment will be made to the contractor for construction, operation and maintenance of camp and other camp facilities and the entire cost of such work shall be deemed to have been included in the Bided rate for the various items of work in the schedule of quantities and bids.

64.0 Explosive and Fuel Storage Tanks:

No explosive shall be stored within 1/2 (half) KM of the limit of the camp sites. The storage of gasoline and other fuel oils or of Butane, Propane and other liquefied petroleum gases, shall confirm to the regulations of Odisha State Government and Government of India. The tanks, above ground and having capacity in excess of 2000 liters, shall not be located within the camp area, nor within 200m, of any building.

65.0 Labour:

The contractor shall, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

Labour importation and amenities to labour and contractor's staff shall be to the contractor's account. His quoted percentage shall include the expenditure towards importation of labour amenities to labour and staff.

The contractor shall, if required by the Engineer-in-Charge, deliver to the Engineer-in-Charge a written in detail, is such form and at such intervals as the Engineer-in-Charge may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the contractor on the Site and such information respecting Contractor's Equipment as the Engineer-in-Charge may require.

65.1 Transportation of Labour:

The contractor shall make his own arrangement for the daily transportation of the labour and staff from labour camps colonies to the work spot and no labour or staff of the contractor shall stay at the work spot. No extra payment will be made to the contractor for the above transportation of the labour and his quoted percentage to the work shall include the transportation charges of labour from colonies to work spot and back.

The contractor will at all times duly observe the provisions of employment of children Act XXVI of 1938 and any enactment or modification of the same and will not employ or permit any person to do any work for the purpose under the provisions of this contract in contravention of said Act. The contractor here by agrees to indemnify the department from and against all claims, penalties which may be suffered by the department or any person employed by the department by any default on the part of the contractor in the observance and performance of the provisions of the employment of children Act. XXVI of 1938 or any enactment or modification of the same.

The contractor shall obtain the insurance at his own cost to cover the risk on the works to labour engaged by him during period of execution against fire and other usual risks and produce the same to the Engineer-in-Charge concerned before commencement of work.

66.0 Safety Measures:

The contractor shall take necessary precautions for safety of the workers and preserving their health while working in such jobs, which require special protection and precautions. The following are some of the measures listed but they are not exhaustive and contractor shall add to and augment these precautions on his own initiative where necessary and shall comply with directions issued by the Engineer-in-Charge or on his behalf from time to time and at all times.

1. Providing protective foot wear to worker's situations like mixing and placing of mortar or concrete sand in quarries and places where the work is done under much wet conditions.
2. Providing protective head gear to workers at places like underground excavations to protect them against rock falls.
3. Providing masks to workers at granulates or at other locations where too much fine dust is floating about and sprinkling water at frequent intervals by water hoses on all stone crushing area and storage bins abate to dust.
4. Getting the workers in such jobs periodically examined for chest trouble due to too much breathing in to fine dust.
5. Taking such normal precautions like fencing and lightening in excavation of trenches, not allowing rolls and metal parts of useless timber spread around, making danger areas for blasting providing whistles etc.
6. Supply workmen with proper belts, ropes etc., when working in precarious slopes etc.
7. Avoiding named electrical wire etc. as they would electrocute the works.
8. Taking necessary steps towards training the workers concerned on the machinery before they are allowed to handle- them independently and taking all necessary Precautions in around the areas where machines hoist and similar units are working.

67.0 Fair Wage Clause:

The contractor shall not employ for the purpose of this contract any person who is below the age of eighteen (18) years and shall pay to each labourer for work done by such labourers fair wages. PWD No.-22059 Dtd-16.08.77

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

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

(b) The contractor shall not be withstanding the provisions of any contract to contrary, cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub contractors in connection with the said work, as if the labourers had been immediately employed by him.

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

(d) The Engineer-in-Charge or Sub-Divisional Officer concerned shall have the right to deduct, from the money due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages, which are not justified by their terms of the contract or non-observance of the regulations. Money so deducted should be transferred to the workers concerned.

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

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

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

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

(i) The contractor shall submit by the 4th & 10th every month to the Engineer-in-Charge true statement showing in respect of the Second half of the preceding

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

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

67.1 Odisha P.W.D./Electricity Department Contractor's Labour Regulation**.**

***Short Title* –** These regulations may be called "The Orissa Public Works Department/Electricity Department Contractor's Regulations."

***1. Definitions* –** In these Regulations, unless otherwise expressed or indicated the following words and expressions shall have the meaning hereby assigned to them respectively that is to say –

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

(ii) "**Fair wages**" means wages whether for the time of piece work described by the State Public Works Department/Electricity Department for the area in which the work is done.

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

(iv) "**Wages**" shall have the same meaning as defined in the payment of Wages Act. and include time and piece rate wages, if any –

2.Display of notices regarding wages, etc.
The contractor shall –

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

(b) Send a copy of such notices to the Engineer-in-Charge of the work.

3. Payment of Wages

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

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

4. Fixation of wage period

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

(ii) No wage period shall exceed one month.

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

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

(v) All payment of wages shall be made on a working day.

5. Wages book and wage cards, etc.

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

(a) Rate of daily or monthly wages.

(b) Nature of work on which employed.

(c) Total number of days work during each wage period.

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

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

(f) Wage actually paid for each wage period.

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

(iii) The Engineer-in-Charge may grant an exemption from the maintenance of wage bond, wage cards to a contractor who, in his opinion may not directly or indirectly employ more than 10 persons on the work.

6. *Fines deduction which may be from wages*

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

(a) Fines

(b) Deductions for absence from duty, i.e. from the place or place 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 damages for damage to or loss of good expressly entrusted to the employed person for custody or for loss of money for which he is required to account where such damage or loss is directly attributable to his neglect or default.

(d) Any other deductions, which the Orissa Government may from time to time allow.

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

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

(iii) 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.

7. ***Register of fines, etc.***

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

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

8. ***Preservation of Register***

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

9. ***Power of Labour Welfare Officer to make investigation or enquiry –***

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

10. Report of Labour Welfare Officers-

The Labour Welfare Officers or others authorized as aforesaid shall submit a report of the results of his investigation or enquiry to the Engineer-in-Charge concerned,

indicating the extent, if any, to which the default has been committed with a note that necessary deduction from the contractor's bill be made and the wages and other dues be paid to the labourers concerned.

11. Appeal against the decision of Labour Welfare Officers-

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

12. 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 authorized by the Government of Orissa on his behalf.

13. Submission of return –

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

14. Amendments –

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

67.2 **Maternity benefit rules for female workers employed by Contractor.**

Leave and pay during leave shall be regularized as follows.

1. Leave: i) In case of delivery: Maternity leave not exceeding 8 weeks up to an including the day of delivery or 4th weeks following that day.

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

2. Pay: i) In case of delivery: Leave pay during maternity leave will be at the rate of the women's average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately proceedings the date of which she gives notice that the excepts to be confirmed or at the rate of twelve annas a day whichever is greater.

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

Condition of the Grant of Maternity Leave: No maternity leave benefit shall be admissible to women unless she has been employed for a total period not less than 8 months immediately preceding the date on which proceeds on leave.

MODEL RULES FOR HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED BY ODISHA P.W.D ON ITS CONTRACTOR.

1. Application: These rules shall apply to construction work in charge of Odisha Public Works Department, which are expected to continue for a year or more.

2. Definitions: (i) "Work Place" means a place at which an average of fifty or more workers is employed in connection with construction work.
(ii) Large work place means a place at which an average of 500 or more workers is employed in connection with construction work.

3. First Aid: (a) At every work place there shall be maintained in readily accessible place First-Aid appliances including an adequate supply or sterilizer dressings and sterilized cotton wool. The appliances shall be kept in good order and in large work place they shall be readily available during working hours.

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

(c) Where large work places are remote from regular hospital an indoor ward shall provided with one bed for every 250 employees.

(d) Where large work places are situated in cities, towns or in their surplus and no beds are considered necessary owing to the proximity of city town hospital and ambulance shall be provided to facilitate removal of urgent cases to these hospitals. At the work place, some conveyance facilities such as a car shall be kept ready to take injured person or persons suddenly taken seriously ill, to the nearest hospitals.

4. (a) Drinking Water: In every work place, there shall be provided and maintained at suitable place easily accessible to labour, a sufficient supply of water fit drinking.

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

(c) Every water supply of storage shall be at a distance of not less than 60 feet from any latrine, drain or other sources of pollution. Where water has to be drawn from an existing well, which is within such proximity of latrine drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells be entirely closed in and be provided with a trap door which shall be dust and water proof.

(d) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked open only for cleaning or inspection which shall be done at least once 2 months.

(e) The temperature of drinking water supplied to workers shall not exceed 30^0 C.

5. Washing and Bathing Place:

(i) Adequate washing and bathing place shall be provided separately for man and women.

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

6. Scale of accommodation in latrines and Urinals: There shall be provided within the premises of every work place latrines and urinals in an accessible places and the accommodation, separately for each of them shall not be less than the following.

(a) Where the number of persons employed does not exceed 50.No. of seats 1.

(b) Where the number of persons employed exceeds 50 but does not exceed 100. No. of seats 3 per 100.

(c) For every additional 100, 3sets

(In particular cases the Engineer-in-Charge shall have the power to vary the scale where necessary). Latrines and Urinal for women: If women are employed, separate latrines and urinal for women. If women are employed, separate latrines separate from that for women and marked in the vernacular in conspicuous letter. For women only shall be provided on the scale laid in rule.

7. Latrines and Urinals: Except in work places provided with water flushed latrines connection with a water borne sewerage system, all latrines shall be provided with receiptable on dry earthen system which shall be cleaned and at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. The receipt tables shall be tarred inside and outside at least once a year.

8. Constructions of latrines: The inside wall shall be constructed of masonry or stone materials and shall be cement washed inside and outside at least once a year. The dates of cement washing shall be noted in register maintained for this purpose and kept available for inspection.

9. Disposal of Excreta: Unless otherwise arrange for by the local sanitary authorities, arrangement for a paper disposed of excreta by incineration at the

work place shall be made by means of a suitable incidencepator approved by Asst. director of Public Health or Municipal Medical Officer of Health as the case may be, in whose jurisdiction the work place is situated. After natively excreta may be disposed off putting of a layer of.

10. Night soil at the bottom of pucca tank prepared for the purpose and covering it with a layer of waste or refuse and then covering it up with a layer of 6; layer if

waste or refuse and then covering it up with a layer of each for a fortnight (when it will turn in to manure).

11. Provision of shelters during rest-at every work place, there shall be provided free of cost two suitable sheds and for meals and the other for rest the use of labourers. The height of the shelter shall not be less than 11 feet, from the floor level to the lowest of the roof.

12. Creche: (a) At every work place at which more than 50 women workers are employed, there shall be provided only one but for the use of children under the age of 6 years, belonging to such women and shall be used for infants games and play and their bed room. The huts shall not be constructed on a lower standard than the following:

i) Thatched roofs
ii) Mud floors and walls
iii) Planks spared over the mud floor and covered with matting

The hut shall provided with suitable and sufficient innings for light and ventilation. There shall be ad equates provisions for sweepers to keep the place clean. There shall be two dais in attendance, sanitary, utensils shall be provided to the satisfaction of the Health Officer of the area concerned. The use of the hut shall be restricted to children, their attendants and, mothers of the children.

(b) Where the number of women workers is more than 50, the Contractor shall provide one but and a Dai to look after the children of women workers.

(c) The size of creche shall vary according to the number of women workers.

(d) The crone shall be properly maintained and necessary equipment like toys etc. shall be provided.

13. Canteen: A cooked food Canteen on moderate scale shall be provided for the benefits of workers whenever it is considered expedient.

68.0 Indemnity Bond:

The contractor has to furnish the bond at the signing the Agreement.

Name of work- Construction of Barrages, weirs and major check dams(In-stream storage structures)across various rivers of State of Odisha on EPC Contract (Turn Key Basis)including hydro-mechanical works, Power connectivity works, road connectivity, staff quarters including survey, investigation, Planning, design and estimate of all components with operation and maintenance of the project for a period of five years or five flood seasons whichever is more after successful commissioning of the project.

I _____ contractor S/o_____ aged _____Resident of _____ do hereby bind myself to pay all the claims may come (a) under Workmen's Compensation Act. 1933 with any statutory modification thereof and rules there

under or otherwise for or in respect of any damage or compensation payable in connection with any accident or injury sustained (b) under Minimum wages Act 1948 (c) under payment of wages Act.1936 (d) under the Contractor labour (Regulation and Abolition) Act. 1970 by workmen engaged for the performance of the business relating to the above contract i.e., failing such payment of claims of workmen engaged in the above work, I abide in accepting for the recovery of such claims, effected from any of my assets with the departments.

69.0 Compliance with Labour Regulations:

During continuance of the contract, the contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notifications that may be issued under any labour law in future either by the State or the Central Government or the local authority and also applicable labour regulations, health and sanitary arrangements for workmen, insurance and other benefits. Salient features of some of the major labour laws that are applicable to construction industry are given below. The contractor shall keep the Department indemnified in case any action is taken against Department by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Department is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provision stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the contractor, the Engineer-in-Charge/Department shall have the right to deduct any money due to the contractor including his amount of performance security. The Department/Engineer-in-Charge shall also have right to recover from the contractor any sum required or estimated to be required for making good the loss or damage suffered by the Department.

The employees of the Contractor and the Sub-contractor in no case shall be treated as the Department of the Department at any point of time.

70.0 Salient features of some major labour laws applicable to establishment engaged in buildings and other construction work:

a) Workmen compensation Act 1923: The Act provides for compensation in case if injury by accident arising out of and during the course of employment.

b) Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if any employee has completed 5 years' service or more, or on death, the rate of 15 days' wages for every completed year of service. The Act is applicable to all establishments, employing 10 or more employees.

c) Employees P.F. and Miscellaneous Provision Act 1952: The Act provides for monthly contributions by the Department plus workers @ 10% or 8.33%. The

benefits payable under the Act are:

i) Pension or family pension on retirement or death, as the case may be.

ii) Deposit linked insurance on the death in harness of the worker.

iii) Payment of P.F. accumulation on retirement/death etc.,

d) Maternity Benefit Act 1951: The Act provides for leave and some other benefits to women employees in case of confinements or miscarriage etc.

e) Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided by the Principal Department by Law. The Principal Department is required to take certificate of Registration and the contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Department if they employ 20 or more contract labour.

f) Minimum wages Act 1948: The Department is supposed to pay not less than the Minimum wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment construction of Buildings, Roads, Runways are scheduled employments.

g) Payment of wages Act 1936: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

h) Equal Remuneration Act 1979: The Act provides for payment of equal wages for work of equal nature to Male or Female workers and for not making discrimination against Female employee in the matters of transfers, training and promotions etc.

i) Payment of Bonus Act 1965: The Act Is applicable to all establishments employing 20 or more employees. The Act provides for payment of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs. 3500/- per month or less. The bonus to be paid to employees getting Rs.2500/- per months or above and up to Rs.3500/- per month shall be worked out by taking wages as Rs.2500/- per monthly only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

j) Industrial Disputes Act 1947: The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock- out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

k) Industrial Employment (Standing Orders) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by

some of the State and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Department on matters provided in the Act and get the same certified by the designated Authority.

l) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and Departments. The Trade Unions registered under the act have been given certain immunities from civil and criminal liabilities.

m) Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes, Employment Child Labour is prohibited in Building and Construction Industry.

n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of service) Act 1979: The Act applicable to an establishment, which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another State). The inter State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.

o) The Building and Other Construction workers (regulation of Employment and conditions of service) Act 1996 and the Cess Act of 1996: All the establishments

who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Department of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Department to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

p) Factories Act 1948: The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 person or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

71.0 Liabilities of the Contractor:

71.1 **Accident Relief and Workmen Compensation**:

The contractor should make all necessary arrangements for the safety of workmen

on the occurrence of the accident, which results in the injury or death of any of the workmen employed by the contractor, the contractor shall within 24 hours of the happenings of the accident and such accidents should intimate in writing to the concerned Asst. Engineer / Asst. Engineer-in-Charge of the Department the act of such accident. The contractor shall indemnify Government against all loss or damage sustained by the Government resulting directly or indirectly from his failure to give an intimation in the manner aforesaid including the penalties or fines if any payable by Govt. as a consequence of Govt. failure to give notice under workmen's compensation Act or otherwise conform to the provisions of the said Act. in regard to such accident.

71.2 In the event of an accident in respect of which compensation may become payable under the workmen's compensation Act VIII 23 whether by the contractor, by the Government it shall be lawful for the Engineer-in-Charge to retain such sum of money which may in the opinion of the Engineer-in-Charge be sufficient to meet such liability. The opinion of the Engineer-in- Charge shall be final in regard to all matters arising under this clause.

71.3 The contractor shall at all times indemnify the Govt. of Odisha. against all claims which may be made under the workmen's compensation act or any statutory modification thereafter or rules there under or otherwise consequent of any damage or compensation payable in consequent of any accident or injuries sustained or death of any workmen engaged in the performance of the business relating to the contractor.

72.0 Contractor's Staff, Representatives and Labour:

(a) The contractor shall, at all times, maintain on the works, staff of qualified Engineers, and Supervisors of sufficient experience of similar other jobs to assure that the quality of work turned out shall be as intended in the specifications. The contractor shall also maintain at the works, a Work Manager or sufficient status, experience and office and duly authorize him to deal with all aspects of the day-today work. All communications to any commitments by the Work Manager shall be considered as binding on the Contractor.

(b) The Contractor shall at all times submit details of skilled and unskilled labour and equipment employed to the Engineer-in-Charge in prescribed proforma as he may require to assess and ensure the proper progress of work.

(c) If the contractor does not employ the technical person agreed to on the work a fine of Rs.25, 000/- will be imposed. If he does not employ for 30 days, thereafter it becomes a fundamental breach of contract.

(d) The Contractor shall at all times, maintain on the work a staff of qualified Engineers and Supervisors of sufficient experience of similar other jobs to ensure that the quality of work turned out shall be as intended in these-specifications and they shall be present at the work spot during working hours

and at the time of inspection by the Department Officers. All orders and direction given to such supervisory or other staff of the contractor to be present on any specified inspection and the contractor shall comply with such requisitions.

(e) The contractor shall supply to the Engineer-in-Charge details of name, qualifications and experience in regard to all supervisory staff employed by the contractor and notify the changes when made and satisfy the Engineer-in-Charge regarding the quality and adequacy of staff thus employed.

(f) The Engineer-in-Charge will have the unquestionable right to ask for change in the contractor's supervisory staff and to other removal from the work and connection herewith of any of such staff. The contractor shall comply with such order and effect replacement to the satisfaction of the Engineer-in-Charge.

(g) The Contractor shall not without written authorization permit entry on site of work of any person authorized agents, engaged in connection with work.

(h) All vehicles used by the contractor shall be clearly marked with contractor's name.

73.0 Accommodation and Food:

The contractor should arrange accommodation he needs, at his own cost. The contractor shall make his own arrangements for supply of food grains, fuel and other provision to his staff and labourers including controlled commodities.

74.0 Relationship:

Contractor shall have to furnish information along with Bid, about the relationship he is having with any officer of the Department Government of Odisha of the rank Assistant Engineer and above engaged in the work and any officer of the rank of Assistant Secretary and above of the Department of Government of Odisha.

75.0 Protection of adjoining premises:

The contractor shall protect adjoining sites against structural, decorative and other damages that could be caused by the execution of these works and make good at his cost any such damages.

76.0 Work during night or on Sundays and holidays:

The work can be allowed to be carried out during night, Sundays or authorised holidays in order to enable him to meet the schedule targets and the work shall require almost round the clock working keeping in view:

(i) The provisions of relevant labour laws being adhered to:

(ii) Adequate lighting, supervision and safety measures are established to the satisfaction of the Engineer-in-Charge and

(iii) The construction programme given by the Contractor and agreed upon by the Engineer-in-Charge envisages such night working or working during Sundays or authorized holidays.

77.0 Layout of Materials Stacks:

The contractor shall deposit materials for the purpose of the work on such parts only of the ground as may be approved by the Engineer-in-Charge before starting work. A detailed survey, clearly indicating position and areas where materials shall be stacked and sheds built is to be conducted by the contractor at his own cost and only after obtaining necessary approval of the plan for use of sites by the Engineer-in-Charge, the Contractor can use the sites accordingly.

78.0 Use of Blasting Materials:

Procurement of blasting materials and its storage is the responsibility of the contractor. The contractor shall engage licensed blaster for blasting operation. The contractor is to act in accordance with Indian Explosive Act and other rules prevailing, during the execution of work. It is the responsibility of the contractor to see, that work by other agencies in the vicinity are not hampered, in such cases if any claim is made by other agencies that should be borne by the contractor. Carriage of blasting materials, from the magazine to the work site, is the responsibility of the contractor.

79.0 Plant and Equipment:

79.1. The contractor shall have sufficient plant, equipment and labour and shall work such hours and shifts as may be necessary to maintain the progress on the work as per the approval progress schedule. The working and shifts hours shall comply with the Govt. Regulations in force.

79.2 It is to expressly and clearly under stood that contractor shall make his own arrangements to equip himself with all machinery and special tools and plant for the speedy and proper execution of the work and the department does not undertake responsibility towards their supply.

79.3 The department shall supply such of the machinery that may be available on hire basis but their supply cannot be demanded as matter of right and no delay in progress can be attributed to such non-supply of the plant by the department and the department cannot be made liable for any damage to the contractor. The Contractor shall be responsible for safe custody of the departmental machinery supplied to him (which will be delivered to contractor at the machinery yard at site of work) and he has to make good all damages and losses if any other than fire, wear and tear to bring it to the conditions that existed at the time of issue to the contractor before handing over the same to the department. The hire charges for the machinery handed over to the contractor will be recovered at the rate prevalent at the time of supply. The contractor will have to execute supplemental contract with Engineer-in-Charge at the time of supply of the machinery.

79.4 The acceptance of departmental machinery on hire is optional to the contractor.

80.0 Steel Forms:

Steel forms should be used for all items involving use of centering and shuttering. They shall be such that the concrete surface obtained after removal of centering and shuttering shall be single plane without any dents and undulations.

81.0 Inconveniences to Public:

The contractor shall not deposit materials at any site, which will cause inconvenience to public. The Engineer-in-Charge may direct the contractor to remove such materials or may undertake the job at the cost of the contractor.

82.0 Conflict of Interest:

Any bribe, commission, gift or advantage given, promised or offered by on behalf of contractor or his partner, agent or servant or any one on his behalf to any officer, servant, representatives, agents of Engineer-in-Charge, or any persons on their behalf, in relation to the obtaining or to execution of this, or any other contract with Engineer-in-Charge shall in addition to any criminal liability, which it may occur, subject to the cancellation of this or all other contracts and also to payment of any loss or damage resulting from any such cancellation. Engineer-in-Charge shall then be entitled to deduct the amount, so payable from any money, otherwise due to the contractor under this or any other contract.

83.0 Contract Documents and Materials to be treated as confidential:

All documents, correspondences, decisions and orders, concerning the contract shall be considered as confidential and/or restricted in nature by the contractor and he shall not divulge or allow access to them by any un-authorized person.

84.0 General Obligations of Contractor:

84.1 The contractor shall, subject to the provision of the contract and with due care and diligence, execute and maintain the works in accordance with specifications and drawings.

84.2 The contractor shall promptly inform the Department and the Engineer-in-Charge of any error, omission, fault and to rectify the defect in the design or specifications for the works which are discovered when reviewing the contract documents or in the process of execution of the work.

85.0 Security Measures

a) Security requirements for the work shall be in accordance with the Governments general requirements including provisions of this clause and the Contractor shall conform to such requirements and shall be held responsible for the actions of all his staff, employees and the staff and employees of his sub-contractors.

b) All contractors' employees, representatives and sub-contractor's employees shall wear identifications badges provided by the contractor. Badges shall identify the contractor, showing and employee's number and

shall be worn at all times while at the site. Individual labour will not be required to wear identification badges.

c) All vehicles used by the contractor shall be clearly marked with contractor's name.

d) The contractor shall be responsible for the security of the work for the duration of the contract and shall provide and maintain continuously adequate security personnel to fulfill these obligations. The requirements of security measures shall include, but not limited to maintenance of order on the site, provision of all lighting, fencing, guard flagmen and all other measures necessary for the protection of the works within the colonies, camps and elsewhere on the site, all materials delivered to the site, all persons employed in connection with the works continuously throughout working and non working period including nights, Sundays and holidays for duration of the contract.

e) Other contractors working on the site concurrently with the contractor will provide security for their own plant and materials. However, their security revisions shall in no way relieve the contractor of his responsibilities in this respect.

f) Separate payment will not be made for provision of security services and the cost of this work shall be deemed to have been included in the bid.

86.0 Fire fighting measures:

a) The contractor shall provide and maintain adequate firefighting equipment and take adequate fire precaution measures for the safety of all personnel and temporary and permanent works and shall take action to prevent damage to destruction by fire of trees shrubs and grasses.

b) Separate payment will not be made for the provision of fire prevention measures.

87.0 Sanitation:

The contractor shall implement the sanitary and watch and ward rules and regulations for all forces employed under this contract and if the Contractor fails to enforce these rules, the Engineer-in-Charge may enforce them at the expenses of the Contractor.

88.0 Training of personnel:

The contractor, shall, if and as directed by the Engineer-in-Charge provide free of any charge adequate facilities, for vocational training of Government Officers, students, Engineers, supervisors, foremen, skilled workmen etc. not exceeding six in number at

any one time on the contractor's work. Their salaries, allowances etc. will be borne by the Government and the training schemes will be drawn up by the Engineer-in-Charge in consultation with the contractor.

89.0 Ecological balance:

a) The contractor shall maintain ecological balance by preventing de-forestation, water pollution and defacing of natural landscape. The contractor shall so conduct his construction operation as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the work. In respect of the ecological balance, contractor shall observe the following instructions.

i) Where unnecessary destruction, scarring, damage or defacing may occur, as result of the operation, the same shall be repaired replanted or otherwise corrected at the contractor's expense. The contractor shall adopt precautions when using explosives, which will prevent scattering of rocks or other debris outside the work area. All work is including borrow areas shall be smoothened and graded in a manner to conform to the natural appearance of the landscape as directed by the Engineer-in-charge.

ii) All trees and shrubbery which are not specifically required to be cleared or removed for construction purposes shall be preserved and shall b protected from any damage that may be caused by the Contractor's construction operation and equipment. The removal of trees and shrubs will be permitted only after prior approval by the Engineer-in-Charge. Special care shall be exercised where trees or shrubs are exposed to injuries by construction equipment, blasting, excavating, dumping, chemical damage or other operation and the contractor shall adequately protect such trees by use of protective barriers or other methods approval by the Engineer-in-Charge. Trees shall not be used for anchorages. The contractor shall be responsible for injuries to trees and shrubs caused by his operations. The term "injury" shall include, without limitation bruising, scarring, tearing and breaking of roots, trunks or branches. All injured trees and shrubs be restored as nearly as practicable without delay to their original condition at the contractor's expense.

iii) The contractor's construction activities shall be performed by methods that will present entrance or accidental spillage of solid matter contaminants, debris and other it objectionable pollutants and wastage into river. Such pollutant and waste include earth and earth products, garbage, cement concrete, sewage effluent, industrial wastes, radio- active substances, mercury, oil and other petroleum products, aggregate processing, mineral salts and thermal pollution. Pollutants and wastes shall be disposed off in a manner and at sites approved by the Engineer-in-Charge.

iv) In conduct of construction activities and operation of equipments the contractor shall utilize such practicable methods and devices as are reasonably available to control, prevent and otherwise minimize the air pollution. The excessive omission of dust in to the atmosphere will not be permitted during the manufacture, handling and storage of concrete aggregates and the contractor shall use such methods and equipment as a necessary for collection and disposal or prevention of dust during these operations. The contractor's

methods of storing and handling cement shall also include means of eliminating atmospheric discharges of dust, equipment and vehicles that give objectionable omission of exhaust gases shall not be operated. Burning of materials, a resulting from clearing of trees, bushes, combustible construction materials and rubbish may be permitted only when atmospheric conditions for burning are considered favorable.

b) Separate payment will not be made for complying with the provisions of this clause and all cost shall be deemed to have been included in the unit rates and prices included in the contract if any provision is not complied with within a reasonable time even after issue of a notice in this respect, the necessary operations would be carried out by the Engineer-in-Charge at the cost of the Contractor, Orders of the Engineer-in-Charge in this respect would be final and binding on the contractor.

90.0 Preservation of existing vegetation:

a) The contractor will preserve and protect all existing vegetation such as trees, on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the Engineer-in-Charge. The contractor will be held responsible for all unauthorized cutting or damage of trees, including damage due to careless operation of equipment, stockpiling of materials or trekking of grass areas by equipment Care shall be taken by the Contractor in felling trees authorized for removal to avoid any unnecessary damages to vegetation and tress that are to remain in place and to structures under construction or in existence and to workmen.

b) All the produce from such cutting of trees by the contractor shall remain the property of Government and shall be properly stacked at site, approved by the Engineer-in-Charge. No payment whatsoever shall be made for such cutting and its stacking by the Contractor. If any produce from such cutting is not handed over to the Government by the contractor, he shall be charged for the same at the rates to be decided by the Engineer-in-Charge. The recovery of this amount shall be made in full from the intermediate bill that follows.

c) The contractor shall also make arrangements of fuel deposits for supply of required fuel for a the labourer to be employed for cooking purpose at his own cost in order to prevent destruction of vegetation growth in the surrounding area of the work site.

91.0 Possession Prior to completion:

The Engineer-in-Charge shall have the right to take possession of or use any completed part of work or works or any part thereof under construction either temporarily or permanently. Such possession or use shall not be deemed as an acceptance of any work either completed or not completed in accordance with the contract with in the interest of Clause 28 of Standard specification except where expressly otherwise specified by the Engineer-in-charge.

92.0 Access to the Contractor's books:

Whenever it is considered necessary by the Engineer-in-Charge to ascertain the actual cost of execution of any particular extra item of work or supply of the plant or material on which advance is to be made or of extra items or claims, he shall direct the contractor to produce the relevant documents such as payrolls, records of personnel, invoices of materials and any or all data relevant to the item or necessary to determine its cost etc. and the contractor shall when so required furnish all information pertaining to the aforesaid items in the mode and manner that may be specified by the Engineer-in-Charge.

93.0 Drawing to be kept at site:

The contractor is to supply seven sets of corrected drawings for approval of the approving authority. The approving authority will forward four sets of approved drawing to the Engineer-in-Charge and two sets to the contractor for his/their own use. The contractor shall keep one complete set of drawings and specifications in the site in charge of the contractor's agent to whom the instructions can be given by the Engineer-in-Charge.

94.0 B.I.S Books and Standard Specification / OPWD Code to be kept at site:

A complete set of Indian Standard specification and IRC codes referred to in "Technical Specifications" and OPWD code shall be kept at site for reference.

95.0 Site Order Book:

An order book shall be kept at the site of the work. As far as possible, all orders regarding the work are to be entered in this book. All entries shall be signed and dated by the Department Officer in direct charge of the work and by the contractor or by his representative. In important cases, the Engineer-in-Charge or the Executive Engineer will countersign the entries, which have been made. The order book shall not be removed from the work, except with the written permission of the Engineer-in-Charge.

96.0 Variations by way of modification, omissions or additions:

The contractor(s) shall not vary or deviate from the drawings or specifications except upon the express authority of the Engineer-in-Charge which shall be obtained by an order in writing of the Engineer-in-Charge or by plan or drawing expressly given or signed by him or by any subsequent written approval signed by him. The foundation shall be carried to the depths in suitable strata, shown in the drawing. But if the Engineer is of opinion that they should be shallower or deeper and so directs the contractor in writing the instruction of the Engineer-in-Charge shall be binding on the contractor.

97.0 The Power to make additions and alteration in drawing or specification etc.:

The Engineer-in-Charge shall have power to make any alternations in or additions to the original specification, drawing, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor(s) shall be bound to carry out the work in accordance with the instructions which may be given to him/them in writing signed by the Engineer-in-Charge and such alterations shall not invalidate the contract, and any additional work beyond the scope of the work which the contractors may be directed to do in the manner above specified as part of the work or any curtailment of the work from the scope of the work as designed, which may be found necessary during the period of construction shall be carried out or omitted by the contractor(s) on the same conditions in all respects on which he/they agreed to do the main work. If the additional or altered work for which no rates can be arrived from the main work then the contractor shall within seven days of the date of the receipt by him/them of the order to carry out the work, inform the Engineer-in-Charge of the rate which he/they propose to charge for such class of work. 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 a class of work and arrange to carry it out in such manner as he may consider it advisable. In the event of dispute, the decision of the Chief Engineer concerned shall be final. The time limit for the completion of the work shall be extended or curtailed in the proportion to the increase or decrease in its costs. As alteration or curtailment bears to the cost of the original contract work, the certificate of the Engineer-in- Charge as to such proportion shall be conclusive.

98.0 Care and diversion of river / stream:

The contractor shall submit details regarding the diversion and care of river or stream during construction of the work along with a separate print-out of the time table showing earliest and latest start and finish dates of various activities. He should submit a detailed labour plan with drawings for the diversion and care of river during construction of work. The above arrangements shall be at contractor's cost.

99.0 Income Tax:

a) During the currency of the contract, deduction of income tax as per Income Tax Rule shall be made from the gross value of each bill of the contract.

b) The contractor's staff, personnel and labour will be liable to pay personnel income taxes in respect of their salaries and wages as are chargeable under the laws and regulations for the time being in force; and the contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations. The quoted price shall be deemed to be inclusive of Income Tax & no additional payment on account of Income tax and variation in Tax structure there of shall be admissible.

100.0 ROYALTY CHARGES:

The contractor shall keep books of accounts and other documents for the purpose of levy of royalty charges as may be necessary to clearly arrive at such amounts and shall allow inspection of the same by a duly authorized representative of the Employer and further shall furnish such other information/document as the Employer may require from time to time.

101.0 GST:

101.1 GST as applicable shall be deducted at source during the currency of the contract while making payments to the contractor.

101.2 The contractor should produce a valid GST Registration Certificate before the payment of the final bill; otherwise payment to the contractor will be withheld.

101.3 The tax structure is liable for revision as per the orders of the Government issued from time to time and in such case, the same tax will be deducted at source at the revised rates only while making payment to the contractor.

101.4 Excess recovery due to downward revision in sales tax rates as per orders of Government from time to time will be reimbursed.

102.0 Labour Welfare Cess.

Labour welfare cess @ 1% of gross bill amount is to be deducted during currency of contract subject to the amendments made by Govt. from time to time.

103.0 SUPPLY OF CONSTRUCTION MATERIALS:

The contractor(s) is/are to provide every article or thing which may be necessary and requisite for the due and proper execution of the several works included in the contract according to the true intent and meaning of the drawings and specifications taken together, the list of which are to be signed by the concerned Engineer-in-Charge and by the contractors whether the same may or may not have been particularly described in the specification or shown on the approved drawings provided however that the same are reasonably and obviously to be inferred there from. In case of discrepancy between the drawings and the specifications the Engineer-in-Charge shall decide which of the two is to be followed.

104.0 Setting Out:

The contractor shall be responsible for the true and proper setting out of the works and the correctness of positions, levels, dimensions and alignments of all parts of the work and for the provisions of all necessary instruments, appliances and labour in connection therewith, If, at any time, during the progress of the work, any errors, appear or arise in the positions, levels, dimensions or alignments of any part of the work, the contractor, on being required to rectify such errors by the Engineer-in-Charge shall at his own expense do so to the satisfaction of the

Engineer-in-charge, If however, such error is based on incorrect date supplied in writing by the Engineer-in-charge, the expenses of rectifying the same shall be borne by the Department, The checking of and setting out of any line or level by the Engineer-in-Charge or his representative shall not in any way, relieve the contractor of his responsibilities for their correctness and other things used in setting out of the work, The contractor shall carefully protect and observe all bench-marks, site-hails, pages and other things used in setting out of the work(s).

105.0 Site Data:

The data and information of the Bid Document are based on the topo sheet planning & preliminary Investigations conducted so far. Variations / alternations in the said data / information in respect of Geology, topography sub soils hydrological conditions etc., which have bearing on the Investigation, planning Design and Construction, cannot be ruled out. The contractor shall, therefore, satisfy himself about the adequacy and accuracy of the said data / information and interpretation thereof and if necessary, by any further Investigations to be conducted by the Contractor. Thus, Employer shall not be responsible for the accuracy / adequacy of the said data / information and interpretation thereof by the Contractor.

106.0 Sufficiency of the contract price:

The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price. Unless otherwise stated in the Contract, the Contract price covers all the Contractor's obligations under the Contract (including those under provisional sums, if any) and all things necessary for the proper surveys, Investigation, planning & design, execution and completion of the Works and the remedying of any defects during construction and maintenance period.

107.0 Unforeseen Difficulties:

Except as otherwise stated in the Contract:

a. the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances, which may influence or affect the Works:
b. by signing the Contract, the Contractor accepts total responsibility for having foreseen all difficulties and costs of successfully completing.
c. The Works; and the Contract Price shall not be adjusted to take account of any unforeseen difficulties or costs.

108.0 Rights of Way and Facilities:

The Contractor shall bear all costs and charges, other than the statutory charges, for special and/or temporary rights-of-way/right-of-use, which he may require, including those for access to the Site. Department shall bear the statutory charges for ROW. The Contractor shall also obtain, at his risk and cost, any additional facilities outside the site, which he may require for the purposes of the work.

109.0 Avoidance of Interference:

The Contractor shall not interfere unnecessarily or improperly with:

a) The convenience of the public, or

b) The access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Employer or of others.

The Contractor shall indemnify and hold the Employer harmless against and from all- damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.

110.0 Access Route:

The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site. The Contractor shall use reasonable efforts to prevent any road or bridge from being damaged by the Contractor's traffic or by the Contractor's Personnel. These efforts shall include the proper use of appropriate vehicles and routes.

Except as otherwise stated in these Conditions:

The Contractor shall (as between the Parties) be responsible for any maintenance which may be required for his use of access routes; the Contractor shall provide all necessary signs or directions along access routes, and shall obtain any permission which may be required from the relevant authorities for his use of routes, signs and directions; the Employer shall not be responsible for any claims which may arise from the use or otherwise of any access route, the Employer does not guarantee the suitability or availability of particular access routes, and Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor.

111.0 Transport of Goods:

a) The Contractor shall give the Employer, not less than 21 days' notice, of the date on which any Plant or a major item of other Goods will be delivered to the Site;

b) The Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and protection all Goods and other things required for the Works; and

c) The Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of Goods, and shall negotiate and pay all claims arising from their transport.

112.0 Contractor's Equipment: The Contractor shall be responsible for all Contractors' Equipment. When brought on to the Site, Contractor's Equipment shall be deemed to be exclusively intended for the execution of the work.

1) All Constructional Plant, Temporary Works and materials provided by the Contractor shall, when brought on to the site, be deemed to be exclusively intended for the execution of the Works and the Contractor shall not remove the same or any part thereof, except for the purpose of moving it from one part of the site to another, without the consent, in writing, of the Engineer, which shall not be unreasonably withheld.

2) Upon completion of the works the Contractor shall remove from the site all the said Constructional Plant and Temporary Works remaining thereon and any unused materials provided by the Contractor.

3) The Employer shall not at any time be liable for the loss of or damage to any of the said Constructional Plant, Temporary Works or materials.

113 .0 Progress Reports:

Monthly progress reports shall be prepared by the Contractor and submitted to the Employer in six copies. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 5 days after the last day of the period to which it relates.

Reporting shall continue until the Contractor has completed all work. The work which is known to be outstanding at the completion date is to be completed stated in the Taking-Over Certificate for the Works.

Each report shall include:

a) Charts and detailed descriptions of progress, including each stage of surveys, Investigation, design, Contractor's Documents, procurement, manufacture, delivery to Site, construction, commissioning and trial operation;

(b) Digital photographs/videography showing the status of progress on the Site;

(c) For the manufacture of each main item of Plant and Materials, the name of the manufacturer, manufacture location, percentage progress, and the actual or expected dates of:

(i) Commencement of manufacture,

(ii) Contractor's inspections,

(iii) Tests, and

(iii) Shipment and arrival at the Site;

(d) The details of Contractor's Personnel and Equipment

(e) Copies of quality assurance documents, test results and certificates of Material;

(f) List of Variations, notices given

(g) Safety statistics, including details of any hazardous incidents and Activities relating to environmental aspects and public relations; and

(h) Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

114.0 Design:

114.1 General Design Obligations:

The Contractor shall be deemed to have scrutinized, prior to the Base Data, the Employer's Requirements (including design criteria and calculations, if any). The Contractor shall be responsible for the Investigation planning and Design of the work and for the accuracy of such Employer's Requirements (including design criteria and calculations), except as stated below.

The Employer shall not be responsible for any error, inaccuracy or omission of any kind in the Employer's Requirements as originally included in the Contract and shall not be deemed to have given any representation of accuracy or completeness of any data or information. Any data or information received by the Contractor, from the Employer or otherwise shall not relieve the Contractor from his responsibility for the Investigation, design and execution of the work.

114.2 Contractors Documents:

The Contractors Documents shall comprise the technical documents specified in the Employer's Requirements, documents required to satisfy all regulatory approvals, and the documents.

The Contractor shall prepare all Contractors Documents, and shall also prepare any other documents necessary to instruct the Contractors Personnel.

If the Employer's Requirements describe the Contractor's Documents which are to be submitted to the Employer for review, they shall be submitted accordingly, together with a notice as described below. In the following provisions of this Sub-Clause, (i) "review period" means the period required by the Employer for review, and (ii) "Contractor's Documents" exclude any documents which are not specified as being required to be submitted for review.

The Employers may give notice to the Contractor that a Contractor's Document fails (to the extent stated) to comply with the Contract. If a Contractor's Document so fails to comply, it shall be rectified, resubmitted and reviewed in accordance with this Sub-Clause, at the Contractor's cost.

For each part of the work, and except to the extent that the Parties otherwise agree:

(a) Execution of such part of the work shall not commence prior to the expiry of the review periods for all the Contractor's Documents which are relevant to its design and execution.

(b) Execution of such part of the work shall be in accordance with these Contractor's Documents, as submitted for review; and if the Contractor; wishes to modify any design or document which has previously been submitted for review, the Contractor shall immediately give notice to the Employer. Thereafter, the Contractor shall submit revised documents to the Employer in accordance with the above procedure.

(c) If the Employer's Representative instruct that further Construction Documents are necessary for carrying the work, the Contractor shall upon receiving the Employer's Representative Instructions prepare such construction documents and shall not be considered as variation. Any such contract (under the preceding paragraph) or any review (under this Sub-Clause - or otherwise) shall not relieve the Contractor from any obligation or responsibility.

114.3 As-Built Documents:

The Contractor shall prepare, and keep up-to-date, a complete set of 'as-built' records of the execution of the work, showing the exact as-built locations, sizes and details of the work as executed. These records shall be kept on the Site and shall be used exclusively for the purposes of this Sub-Clause. Two copies shall be supplied to the Employer prior to the commencement of the quantity checks / Verification Tests on Completion.

In addition, the Contractor shall supply to the Employer as-built drawings of the work, showing all components of the work as executed, and submit them to the Employer for review under Sub-Clause [Contractor's Documents]. The Contractor shall obtain the consent of the Employer as to their size, the referencing system, and other relevant details.

Prior to the issue of any Taking-Over Certificate, the Contractor shall supply to the Employer the specified numbers and types of copies of the relevant as-built drawings, in accordance with the Employer's Requirements. The Work shall not be considered to be completed for the purposes of taking-over [Taking Over of the work and Sections] until the Employer has received these documents.

114.4 Design Error:

If errors, omissions, ambiguities, inconsistencies, inadequacies or other defects are found in the Contractor's Documents, then the work shall be corrected at the Contractor's cost, notwithstanding any consent or approval under this Clause.

115.0 Programme:

115.1 The Contractor shall submit a **work** programme to the employer within 15 (fifteen) days after the conclusion of contract / commencement date whichever is earlier and

the programme shall be based on the basic time period for completion and milestone as indicated in the Contract Document. Contractor's programme shall be considered effective upon acceptance by the **Employer's Representative.**

The Contractor shall also submit a revised work programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations unless otherwise stated in the contract each programme shall include:

(a) The order in which the Contractor intends to carry -out the work, including the anticipated timing of each major stage of the works.

(b) The periods for reviews under Clause [Contractor's Documents],

(c) The sequence and timing of inspections and tests specified in the Contract, and

(d) A supporting report which includes:

(i) A general description of the methods which the Contractor intends to adopt for the execution of each major stage of the work, and

(ii) The approximate number of each class of Contractor's Personnel and of each type of Contractor's Equipment for each major stage.

The Contractor shall promptly give notice to the Employer of specific probable future events or circumstances, which may adversely affect or delay the execution of the work. In this event, or if the Employer gives notice to the Contractor that if a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised work programme to the Employer in accordance with this Sub-Clause.

115.2 Rate of Progress:

If, at any time:

(a) Actual progress is too slow to complete within the Time for Completion, and/or

(b) Progress has fallen (or will fall) behind the current programme under **Clause 25 [**Programme],

Then the Employer may instruct the Contractor to submit, under **Clause 25** [Programme], a revised programme and supporting report describing the revised methods which the Contractor proposes to adopt in order to expedite progress and complete within the Time for Completion of the mile stone and the work.

Unless the Employer notifies otherwise, the Contractor shall adopt these revised methods, which may require increases in the working hours and/or in the numbers of Contractor's Personnel and/or Goods, at the risk and cost of the Contractor.

116.0 Charge of Site

From the commencement of the work to the completion of the same, they are to be under the contractor (s) charge. The Contractor(s) is / are to be held responsible

for and to make good all injuries, damages and repair occasioned or rendered necessary to the same by fire or other causes and they are to hold the employer harmless from any claims for injuries to persons or for structural employer harmless from any claims for injuries to persons or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractors(s) or of any one in his/their employees during the execution of the work.

117.0 Changes in Drawing

If at any time before or after the commencement of the work the employer shall for any reason whatsoever.

a) Cause alterations, omissions or variation in the drawings and specification involving any curtailment of the work as originally contemplated or

b) Not required the whole of work as specified in the Bid to be carried out, the contractor(s) shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he/they might have derived from the execution of the work in full as specified in the Bid but which he/they did not derive in consequence of the curtailment of the work by reason of alterations, omissions or variations or in consequence of the full amount of the work not having been carried out.

118.0 "Force Majeure" means an event beyond the control of the Employer and the Contractor, which makes it impossible or illegal for a party to perform, including but not limited to:

i) Act of God

ii) War, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo;

iii) Rebellion, revolution, insurrection, or military or usurped power, or civil war

iv) Contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly

v) Riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Subcontractors.

If either party is prevented from or delayed in performing any of his obligations under the Contract by any circumstances of Force Majeure, then he shall notify the other party thereof within seven days, and specify how these circumstances are detrimental in the performance of the Contract. If the performance of the operation is substantially disrupted for a continuous period of three months by virtue of any event of Force Majeure, then either party may by written notice to the other terminate the Contract. The provisions of Clause 55.3 of section-IV shall apply to such termination as for indemnification.

SECTION-V

SPECIAL CONDITIONS OF CONTRACT

Section-V

Special Conditions of Contract

1. GENERAL

The data and information given in the Contract Document are based on the preliminary survey taken up by the Department. The Contractor shall therefore, satisfy himself about the adequacy and accuracy of the said data/information and interpretation thereof and collect fresh data/additional data/information and carry out/conduct further investigations and studies if necessary. The Employer shall not be responsible for the accuracy/adequacy of the data/information and interpretation thereof by the Contractor. The contractor shall receive all the available data/information from the department on his written request.

2. SUFFICIENCY OF BID

2.1 The Contractor shall be deemed to have visited and carefully examined the Project site and it's surrounding to have satisfied himself to the nature and conditions of the means of transport and communications, whether by land or air, as available at present and as to possible interruptions thereto including the access and regress conditions for the Site. The Contractor is also deemed to have made enquiries, examined and satisfied himself as to the sites source for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials and accommodation for depots, colonies, workshops and other infrastructure facilities as may be necessary for executing and completing the Works, as also the sub-soil water and variations thereof, storms, prevailing winds, climatic conditions and all other similar matters affecting the works including law & order.

2.2 Any neglect or omission or failure on the part of the Contractor in obtaining necessary and reliable information upon the foregoing or any other matter affecting the Contract shall not relieve him from any risks or liabilities or the entire responsibility for the completion of the works in accordance with the Contract.

2.3 No verbal agreement or inference from conversation with any officer or employee of the Employer either before or after the signing of the Contract shall in any way affect or modify any of the terms or obligations herein contained. The Contractor shall also be deemed to have inspected and examined the Site and to have satisfied himself, before submitting his Bid, as to the form and nature thereof including the sub-surface conditions and other local conditions, the hydrological, geological and climatic conditions, the extent and nature of work and materials necessary for the completion of the work, the means of access to the Site and the land for accommodation etc. he may require and in general, shall be deemed to have obtained all necessary information, as to risks, contingencies and all other circumstances which may influence or affect his Bid.

3. MAJOR PROJECT COMPONENTS AND PROJECT BASIC PARAMETERS

3.1 The major components as proposed by the Employer along with the basic project design parameters fixed by the Employer is indicated in the Information to Bidder, Section II and Basic Project Profile, Appendix BPP, Section VI.

3.2 Basic Main Parameters

Basic Parameters pertaining to the work are given in the Basic Project Profile, Appendix BPP, Section VI. The 100-year flood, 500-year flood and the pond height (to be measured from upstream floor level of barrage) provided are fixed parameters and cannot be changed by the bidder. Other parameters are tentative and the bidder is to assess the correctness of the data and adequacy of the data. All additional survey, investigation and testing data and any other data relevant to design shall be collected by the Contractor without any financial burden to the Employer.

4. SCOPE OF WORK

4.1 General

4.1.1. The major components of the work to be executed by the contractor under this contract shall be as described section - wise as follows. Execution of all these works shall include all construction plant / equipment and materials indigenous or imported, survey, investigation, survey equipment, studies and all services and facilities required for completion of the work.

4.1.2. Any requirements of work whether requested by the Employer or otherwise and whether specifically described in the Contract or not but are necessary or required for the proper completion and functioning of the Works in accordance with the Contract including remedying of any gaps and deficiencies in the Works shall not be deemed to be considered as any change in the Scope of Work and shall not entitle the contractor for any extra payment.

4.2 Survey and Detailed Investigation

4.2.1. The scope of work under this section covers surveys and investigation requirement for detailed planning of the work covering foundation exploration work, grid survey for structures, their longitudinal sections and cross section, marking contours at 0.5 meter interval along the ridges and valleys, land plan schedules and land acquisition proposals including demarcation of land to be acquired by fixing appropriate no of boundary stones etc; for design engineering of the Civil works related to bridge, barrage including scouring sluices and fish ladder, pier, abutments, guide wall, guide bunds/afflux bunds and other appurtenant works, Construction of approach road from the nearest connectivity to the barrage site, Construction of a watchman and operator shed near the barrage, Mechanical works like gates in barrage including Hoist and Hoist Bridge , Power system connectivity, allied machineries and facilities for gate operations and lighting of the bridge, hoist bridge and the barrage sites, for execution and commissioning of the project. The Contractor shall carryout surveys and detailed investigation required for the whole systems under this Contract as per the I.S. Codes, IRC codes, Manuals, Standards, Guidelines, Circulars of the Department issued from time to time. This shall not entitle the contractor to additional cost whatsoever other than the contract price. ***The total scope of services shall be as per Appendix S&I*** and Instruction to Bidders. Survey is to be carried as far as possible by the Total Station instrument.

4.2.2 Design and Engineering

4.3.1 The present proposal is based on department's preliminary survey and planning. The contractor is free to change the concept and designs, keeping intact the basic purpose of providing maximum in stream storage with no submergence, in normal circumstances. The Contractor shall submit design of barrage, bridge, piers, abutments, under sluices, gates and hoists with Hoist Bridge etc. which shall be always in conformity with the basic parameters and in accordance with the Nationally/Internationally accepted practice and for the optimal performance of the works as warranted under the Contract. This shall not entitle the Contractor to additional cost, whatsoever, other than the contract price. The total scope of services under this section shall be as per the **Appendix – D&E** and Instruction to Bidders. The number of copies of the Reports and other Documents to be submitted to the Engineer-in-Charge by the contractor is also specified in Contract Document.

4.4 Civil Works

The scope of work under this section detailed in Appendix-CW covers provision of all labour, plant and materials for execution of all civil works, complete in all respect, as described in conditions of contract and Technical Specifications of Bid Documents including incidentals and all necessary works not shown or specified but reasonably implied or necessary for the proper completion and functioning of the works in accordance with the contract including any amendments thereof.

4.5 ELECTRO MECHANICAL WORKS

The scope of work under this section detailed in Appendix- EM includes provision of all labour, plant and materials for supply and execution of electro-mechanical works complete in all respect, as per Technical Specifications of Bid Documents including incidentals and all necessary works not shown or specified but reasonably implied or necessary for the proper completion and functioning of the works in accordance with the contract including any amendments thereof.

5. TESTS AND QUALITY CONTROL

5.1 The Contractor shall be required to carry out all tests in accordance with relevant Clauses of the Conditions of contracts and the Technical Specifications and as per I.S. Codes, IRC codes and Manuals.

Employer's authorized representative and/or an outside inspection agency acting on behalf of the Employer shall have access to the site and shall have the power to inspect and examine all works, the materials and workmanship of the project works, during execution. The Contractor shall provide necessary labours tools, scaffolding or any other assistance as desired by the Employer's authorized representative without any extra payment. Necessary test results should be submitted to the department prior to laying at site. The agency has to make arrangements from time to time for inspection of testing of materials at wok site.

5.2.1 Where the field quality assurance plan provided for witnessing tests/inspection on behalf of the Engineer, the Contractor shall give the Engineer-in-Charge adequate written notice of any inspections/tests.

5.2.2 Where the Engineer or his Representative attends the tests as provided in clause 5.2.1 above, and has any objection to any works or workmanship which in his opinion is not in accordance with the Contract he shall advise the Contractor of his objection during tests/inspections. The Contractor shall give due consideration to such objections and shall make modifications that may be necessary to meet the said objective. The inspection/tests by Engineer/ Engineer's Representative/Agency and/or his countersigning inspection/test certificate(s) thereon shall in no way limit the liabilities and responsibilities, of the Contractor as stipulated in the Contract. The Contractor shall maintain and record all measurements and test results and submit the same to the Employer after completion of such inspection/tests.

6. MEASUREMENTS AND PAYMENTS

6.1 The Contractor is entitled for interim payment under various sections of the work in accordance with Clause 41 of the General Conditions of Contract. Measurement / verification for interim payment certificate of various items, under various sections of the works, shall be made jointly by the Engineer-in-Charge or his Subordinate Staff and the Contractor or his authorized representative for verifying the claims of the Contractor's interim payment/running bills.

6.2 All items having a financial value shall be measured in the manner as prescribed in specification by the contractor and verified by the Engineer-in-Charge so that a complete record is maintained of all work performed under the Contract.

6.3 Measurement shall be signed and dated by both parties on the site. If there is any dispute in any of the measurements a note to the effect shall be made in the measurement record against the disputed items and such note shall be signed and dated by both parties engaged in taking the measurements and the Parties shall discuss and resolve the same in accordance with relevant clauses of the contract.

7. SUPPLY OF GATES & ELECTRO-MECHANICAL MACHINERY

7.1 Supply at Site of the Gates and connected Electro Mechanical Plant & Machineries, embedded parts and spares etc., shall be made available two months in advance of the scheduled dates of Installation/erection matching with the progress and availability of Civil works to take care of any eventualities of hold ups/delays during transit.

7.2 If for any reason, any parts of the work of the Project are delayed, then the total programme may be re-scheduled by mutual agreement between the Engineer-in-Charge and the Contractor, if necessary, keeping the overall completion schedule of the project unaltered. No extra cost whatsoever, on account of such re-scheduling shall be payable to the contractor.

8. SUPPLEMENTARY REQUIREMENTS

8.1 General

The following parts of this Section shall be read in conjunction with the ***Section IV*** Conditions of Contract, and ***Section V: Special Condition of Contract***. The following Clauses shall supplement the provisions of the corresponding clauses of Section IV and V and whenever there is a conflict, the provisions herein shall prevail over those in Section IV.

8.2 Drawings and Designs:

The Contractor shall formulate submission of proposals for all components of the Barrage-cum-Bridge individually. The designs, drawings and estimates of barrage, bridge, under sluices, piers, abutments, gates & hoist and hoist bridges, Road connectivity, Electrical Connectivity, shall be furnished to the Engineer-in-Charge for approval. All soft copies and software used for computation shall be made available to the Engineer-in-Charge for vetting of the designs, drawings and estimates by the competent authority. Contractor shall supply to the Engineer-in-Charge 6 (six) copies each of the design calculations and drawings for approval. The Contractor shall incorporate all necessary comments of the Engineer's Representative in the above design and drawings, if any, and shall re-submit further 6 (six) copies each of the revised design and drawings within 10 (ten) days for final approval. The Contractor shall thereafter submit 10 (Ten) copies each of the approved design and 10 (Ten) copies each of the approved drawings together with one copy each of the reproducible tracings to Engineer-in-Charge. Further design calculations and drawings shall be submitted in sequence as per a schedule to be drawn and agreed upon mutually.

The documents and drawings shall be in sufficient detail for review. The scale of the drawing has to be chosen in coordination with the Engineer-in-Charge. The drawings shall be of standardized sizes and as instructed by the Engineer-in-Charge. The drawings shall contain the following basic information in the name plate:

a) Project name

b) Name and number of the Contract

c) Contractor's name

d) Number and title of the drawing

e) Date and scale

f) Draftsman's name and signature

g) Name of the designer responsible and signature

h) Revision Number (R0 for drawing submitted initially and R1, R2, etc., for Drawings submitted subsequently).

i) Name and designation of checking official and space for signature.

j) Approving authorities name and designation as specified by the Engineer-in- Charge and space for the signature.

A blank space 90mm x 50 mm shall be provided immediately above the title block for the approval stamp. If required by the Approving Authority, the detailed design and the execution drawings shall be submitted by the contractor to the Approving Authority only after verification by the Consultant(s) notified by the Engineer-in-Charge.

The Contractor shall be responsible for preparation of working drawings and the construction documents for works, as specified in the Contract. Drawings given are indicative, but will form part of the contract.

The contractor shall carry out alignment studies including cost economics by examining all possible alternatives to prepare detailed layout, designs and drawings of all components of the work stated in scope of work. The contractor shall use guidelines in the relevant IS codes, IRC publications and circulars issued by the department from time to time for various components of the work.

All the studies of the work, layout drawings and modifications if required to be prepared for taking up execution of the work, shall be prepared by the contractor and shall be got approved from the competent authority. The contractor will have to submit detailed drawings of each component with appropriate scales, measurements, Reduced Levels, full dimensions, index map locations of components such as godown, burrow area, dumping area, internal roads, etc., The contractor is expected to organize his work to the best of his knowledge so that final draft of various types of designs and layouts will be submitted to competent authority within stipulated time period.

All the studies layouts, drawings, design notes, which have been submitted to the department, shall become the absolute property of department under the copy right act and the contractor shall not use the same in whole or part thereof elsewhere for any purpose without explicit written permission from the department. In all difference of opinion on technical matters between the contractor and the Engineer-in-Charge, the decision given by the Chief Engineer shall be final and binding on the contractor.

8.3 Contractor's Work Programme

8.3.1 Within 15 (fifteen) days from the Date of Commencement, the Contractor shall submit to the Employer a work programme showing the sequence in which he proposes to carry out various components for completing the works as per the Master Control Network within the stipulated date of completion. The Master Control Network shall indicate the sequence of various activities and highlight the critical activities including delivery of equipment. Such work programme shall be subject to review and revision by the Employer/Engineer-in-charge in consultation with the Contractor from time to time in order to achieve completion of the work within the stipulated date of completion. The contractor shall also use computer aided project management software to generate Bar Chart based on network technique.

8.3.2 The contractor shall also submit to the Employer/Engineer-in-charge the information on detailed methodology of carrying out investigation survey, design engineering, detailed construction methodology along with schedule for deployment of plant & machineries, which shall successively be adjusted in order to meet the actual requirement to complete the work within the stipulated date of completion along with the work programme.

8.3.3 All the survey & investigation, planning, designs, approval processes, procurement and construction work of the project shall be taken up simultaneously; so that the work can be completed within time for completion.

8.4 Action when the progress of any crucial item of work is unsatisfactory : If the progress of a crucial item of work, which is important for timely completion of work is unsatisfactory, the Engineer-in-Charge shall, not withstanding that the general progress of work is satisfactory, in accordance with relevant clause, be entitled to take action under this clause after giving the contractor 15 days notice in writing and the contractor will have no claim for compensation for any loss sustained owing to such action.

8.5 Programme – Scheduling / Re-Scheduling

8.5.1 The works shall be executed and performed in accordance with the Master Control Network (Work Programme) which shall clearly indicate the interlinking / interdependencies of all the works of the Contract including relative activities of Civil works and Electro-Mechanical works and the Power Connectivity for the project. The Programme shall be reviewed jointly by the Employer/ Engineer and the Contractor, at least once in a month where-in the hold ups/delays, if any, in the progress of work, with reference to the agreed Schedule shall be given Special Attention. Necessary modifications (updating / Revisions) of the Programme, within the overall Time for Completion, shall be carried out by mutual agreement between the Employer/ Engineer and the Contractor.

8.5.2 If for any reason, any parts of the work of the Project are delayed, then the total programme may be re-scheduled by mutual agreement between the Engineer-in-Charge and the Contractor, if necessary, keeping the overall completion schedule of the project unaltered. No extra cost whatsoever, on account of such re-scheduling shall be payable to the contractor.

8.5.4 Progress Report

The Contractor shall submit to the Engineer, Engineer's Representative and Engineer-in- Charge monthly progress report by 5th. day of following months in such form and details as prescribed by Engineer-in-Charge.

8.6 Inspection and tests

Except as otherwise provided, all materials and workmanship, If not otherwise designated by the specifications shall be subject to inspection, examination and test by the Engineer-in-Charge at any and all times during manufacture and/or

construction and at any/all places where such manufacture or construction are carried on. The Engineer-in-Charge shall have the right to reject defective material and workmanship or require its corrections. Rejected workmanship shall be satisfactorily replaced with proper material without charge thereof and the contractor shall properly segregate and remove the rejected material from the premises, if the contractor fails to proceed at once with the replacement of the rejected material and / or the construction of defective workmanship, the Engineer-in-Charge may replace such material and / or correct such workmanship and charge the cost thereof to the contractor.

The Contractor shall be liable for replacement of all defective equipment/ machineries/ works during the contract period including extended time and Operation and Maintenance period.

The contractor shall furnish promptly without additional charge, all facilities, labour and material necessary for the safe and convenient inspection and tests that may be required by the Engineer-in-Charge.

All inspections and tests by the department shall be performed in such a manner as not to unnecessarily delay the work.

8.7 Damage to Works

The works, whether fully completed or incomplete in any project site all the materials, machineries, plants, tools, buildings and other things connected there with, shall remain at the risk and in the sole charge of the contractor until whole of the completed work scheme wise under the Contract has been handed over to the Engineer-in-Charge. Until such delivery of the entire completed work, the contractor shall at his own cost take all precautions reasonably to keep all the aforesaid works, materials, machinies, plants, temporary buildings and other things connected there with free from any loss or damage and in the event of the same or any part thereof being lost or damaged, he shall forth with reinstate and make good such loss or damage at his own cost. The complete work shall be insured against all possible risks.

8.8 Examination and tests on Completion

On the completion of the work the Engineer-in-Charge shall make such examination and tests of the work as may then seem to him possible, necessary or desirable, and the contractor shall furnish free of cost any materials, equipments and labour which may be necessary thereof, and shall facilitate in every way all operations required by the Engineer-in- Charge, in making examination and tests within one calendar month from receipt of the written notice from the examine.

8.9 Trial run of gate operations

On the completion or part completion of the work, the fitted gates in the barrage and sluices shall be subjected to trial run for 24 hours up-to 30 days or as decided by Engineer-in-Charge to locate any defect and excessive leakage, if any. The trial run shall not be deemed as commissioning of the project.

8.10 Haul Roads

The Contractor shall have to make the work sites accessible to the departmental officers for inspection by way of constructing/maintaining all weather roads/approaches, the cost of which shall be borne by the Contractor.

8.11 Layout and construction of road

The construction of approach road to site is within the scope of work. The Contractor shall have to submit detailed plan to the Engineer-in-Charge showing the layout of the work site and approach roads proposed by him, before he starts the actual work. Such a road layout plan will be scrutinized by the Engineer-in-Charge and any modifications suggested by him shall be binding on the contractor. However the contractor may choose to have a separate haul road for transportation of materials and machineries without any additional cost to employer If it is decided by the Engineer- in-Charge to have some of the roads proposed by the Contractor as common road for common use of department and other contractors or convenient and for compact and planned layout of work site, the Contractor will be bound to construct them and allow them to be used simultaneously by other Contractors and departments. In case of disputes, the decision of the Engineer-in-Charge shall be final and the binding on the Contractor.

9. REGULATIONS AND BYE-LAWS

The contractor shall conform to the regulations, bye-laws, any other statutory rules made by any local Authorities or by the Government and shall protect and indemnify Government against any claim or liability arising from or based on the violation of any such laws, ordinance, regulations, orders, decrees, etc.,

10. PASSING OF FOUNDATION, CENTERING, REINFORCEMENT ETC.

After the completion of the work of excavation, the same will be checked and passed by the competent authority. No masonry or concrete or back filling shall be laid unless the foundations are so passed. No concreting shall commence, unless the centring and the reinforcement is checked and passed by the Engineer-in-charge.

11. SIGNING FIELD BOOKS, LONGITUDINAL SECTIONS, CROSS- SECTIONS AND MEASUREMENT BOOKS

Before starting the work, and at the end before the work is covered, levels for plotting the longitudinal sections (along the axis as decided by Engineer-in-Charge or his authorized representative) and cross section of the portion of the work shall be taken by authorized Engineer of the contractor in the presence of the Engineer-in-Charge or his authorized representative and the same shall have to be got attested from the Engineer-in-Charge or his authorized representative in token of acceptance.

If the contractor fails to take measurements and sign them, then the measurements recorded by the Engineer-in-charge, or his authorized representative in the authorized books shall be final and binding on the contractor. For this purpose, suitable date or

dates shall be fixed by the Engineer-in-Charge and intimated to the contractor. If the contractor, or his duly – authorized agent fails to attend on the appointed date or dates, the levels and measurements shall be taken in his absence and such levels and measurements and longitudinal sections and cross sections based there on shall be final and binding on the Contractor. The levels will be taken on such alignments and cross sections as will be useful for reference permanently. The point of the locations for the levels will depend upon the roughness of the area and will also be at least in conformity with the requirement of specifications for "Excavation" as for as possible.

Similar procedure for record of measurements shall hold good for all other items and activities involved in execution of the work. All the levels/measurements shall be recorded by the Engineer-in-Charge or his authorized representatives in the authorized level / measurement books.

12. QUALITY CONTROL

The contractor shall produce results of quality control tests carried out on the works by his staff and the quality audit conducted by the department or by Engineer's Representative on these works. If the test result do not fulfil the stipulated criteria laid down in specifications the payment will be limited as per the provisions in the specification(s) and if number of results fail beyond the limit of acceptance, then the contractor shall not be paid unless he rectified all such imperfect work(s). The decision of the Engineer-in-Charge in respect of the matters pertaining to the quality control shall be final and binding on the Contractor.

13. CLEANING UP

a) The Contractor shall at all time keep the construction areas and his colony and storage free from accumulation of waste or rejected materials.

b) Prior to the completion of the work, the Contractor shall remove all rubbish from and around the premises and all tools, scaffolding equipment and material which are not part of permanent structures executed or otherwise asked for or as provided under any other Clauses of this contract. The premises will be left in a manner fully satisfactory to the Engineer-in-Charge.

14. COMMUNICATIONS AND NOTICES BY CONTRACTORS:

All communication and or notices pertaining to works and concerning matters, such as passing and approving of foundation, reinforcement, and form work, measurements, mark outs, etc shall not be addressed by the Contractor to an officer not below the rank of Executive Engineer. The official language is English. All such notices communications, etc shall be addressed in good time so as not to hold up the work.

15. COMPENSATION FOR DELAY BY DEPARTMENT IN APPROVAL OF DESIGN DRAWING

The contractor shall not be entitled to claim any compensation from department

for the loss suffered by him on account of delay by department in approval of alignment, designs & drawings. However, this may be considered for grant of time extension.

16. WORKS TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS, AND ORDERS ETC.

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

17. ALTERATIONS IN SPECIFICATIONS AND DESIGNS.

All the Executive Engineers connected with work shall have power to make any alterations in, or omissions from, addition to, or substitutions for the original specifications and approved drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any such instruction which may be given to him in writing signed by the Executive Engineer or Engineer-in- Charge and such alterations omissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted 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 contract cost.

18. TIME LIMIT FOR UNFORESEEN CLAIMS

Under no circumstances whatsoever, shall the Contractor be entitled to any compensation from Government on any account unless the Contractor shall have submitted claim in writing to the Engineer-in-Charge within one month of cause of such claim occurring.

19. RECOVERY OF DUES FROM THE CONTRACTOR

Whenever any claim, against the Contractor for the payment of a sum of money arises out of or under the Contract. Government shall be entitled to recover such sum by appropriating, in part or whole, the Security deposit and performance security deposit of the Contractor and to sell any Government promissory notes etc., forming the whole or part of such security. In the event of the security being insufficient or if no security has been taken from the Contractor, then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other

contract with Government. Should this sum be not sufficient to cover the full amount recoverable from the Contractor then it shall be recovered from him as arrears of land revenue.

20. WORKS TO BE OPENED FOR INSPECTION

All works, under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the 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 Engineer-in- Charge or his subordinate to visit the work shall have been given to the contractor, either he himself be present to receive orders and instructions, or have an authorized responsible agent duly accredited in writing, present for that purpose. 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.

21. NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP

The contractor shall give not less than 15(fifteen) days notice in writing to the Engineer-in- Charge of the work, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be verified/checked and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of verification/checking of any work without the consent in writing of the Engineer-in-Charge of the work, and if any work shall be covered up or placed beyond the reach of verification/checking without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense or in default thereof, no payment or allowance shall be made for such work or materials with which the same was executed.

22. CONTRACTOR TO SUPPLY PLANT, LADDERS, SCAFFOLDING ETC.

The contractor shall supply at his own cost materials, plant, tools appliances, implements, tackle, scaffolding and temporary works requisite for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage 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 & assisting in the checking measurement or examinations at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in- Charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. Contractor is liable for damages arising from non provisions of lights, fencing etc., The contractor shall also provide at his own cost, except when the contract specifically provided other wise and except, for payment due, all necessary fencing and lights

required to protect the public from accidents, and shall be bound to bear the expenses or defence of every suit, action or other proceedings of law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings, to any such persons or which may be paid to compromise any claim by any such person.

23. AUDIT AND TECHNICAL EXAMINATIONS:

Government shall have the right to cause any audit and technical examination of the works and the running and final bills of the Contractor including all supporting vouchers, abstracts etc to be made after payment of the running and final bill and if as a result of such audit and technical examinations any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of overpayment and it shall be lawful for Government to recover the same from him in the manner prescribed in clause "Recovery of dues from contractor" and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Government to the contractor.

24. PERMISSION FOR CROSSING RAILWAY, NH/SH/ROADS

Some component of works may interfere Railway, State Highway, Other Roads, other pipelines etc., and as such necessary letter to grant the permission for crossing those premises shall be issued by the respective authorities to the Engineer-in- Charge. The contractor will have to process, follow-up and obtain timely clearance from the concerned authorities. **Statutory costs of those crossings will be paid by the Government or will be reimbursed to the contractor if paid by him on production of receipt.**

25. LAND ACQUISITIONS

a) Processing of land acquisition –After the alignments are finalized, the contractor with the help of Engineer-in-Charge of the work shall start the process of land acquisition. As such the Engineer-in-Charge will submit necessary proposals to the respective authority. However, proposals preparation and further follow up for timely acquisition is to be done/ watched by the contractor.

b) For any private land, Govt. land and property, required for this work, the process of Land and property acquisitions is to be carried out by the contractor with the help of department. Necessary proposals/letters to concern department will be given by the Engineer in charge, further follow-up for timely acquisition is to be done/watched by the contractor Except cost of temporary land acquisition or early mutually agreed acquisition of land and crop compensation, the department shall make payments for acquiring permanent land and property as per LA Act & Rules. The contractor shall pay cost of temporary land acquisition and crop compensation, if any. Pursuing the

land and property acquisition cases, getting the award/approval from competent authority, within the time shall be the whole responsibility of the contractor, the land required for construction before award will be arranged by the contractor to ensure timely completion of the scheme for which no claim shall be entertained from the contractor. No cost compensation shall be allowed for delay in L.A.

(c) **Forest land Acquisition**: During planning & Design of the barrage –cum-bridge care shall be taken by the contractor to avoid forest land. In unavoidable situations, the contractor shall process all forest clearance paper works on behalf of the Department. Cost of forest land, if any to be acquired & Cost of afforestation if any required shall be paid by the Department. All other costs shall be borne by the contractor.

26. USE OF SITE

a) All land required for use of Contractor facility shall be arranged by the Contractor from private land owner/revenue department at his own cost and no claim on this account shall be entertained.

b) All areas of operation including those of his staff and labour colonies in case handed over to the contractor shall be cleared and handed over back in good condition to the Engineer-in-Charge except the areas under works constructed. The Contractor shall make good to the satisfaction of the Engineer-in-Charge any damage or alterations made to areas, which he has to hand over back or to other property or land handed over to him for the purpose of this work.

c) The lands shall as herein before mentioned be handed over back to the Engineer-in-charge immediately after completion of the work under this contract or the termination of the contract whichever is earlier. Also no land shall be held by the Contractor longer than the Engineer-in- Charge shall deem necessary and the Contractor shall on due notice by the Engineer-in-Charge vacate and returned the land which the Engineer- in-Charge may certify as no longer required by the Contractor for the purpose of the works. In case the lands are not handed over back to the department within the time limit specified above, penal rent as may be decided by the Engineer-in-Charge will be recovered from the contractor.

d) The vegetation and forest is noticeable in project area. The Contractor should take utmost care for the preservation of this vegetation and forest. Any damage in this vegetation and forest will have to be compensated by the Contractor and decision of Engineer-in-Charge will be final and binding on Contractor.

27. AVAILLABILITY OF POWER

The availability of Power is indicated in the section of the Basic Project Profile Appendix-BPP. The contractor is advised to study the provision.

28. OTHER SPECIAL CONDITIONS

The contractor shall review all the information / data available with the department and assess the scope of surveys, investigation etc., that are to be carried out to fulfil the obligations under the contract.

28.1 The contractors shall take this into consideration while quoting for the bid. No claims whatsoever on this issue will be entertained during execution.

28.2 Wherever the ancillary works require shifting of H.T./L.T. power lines, towers, Electrical poles, Telephone lines water supply lines and any other facility in way of work etc. either permanently or temporarily the contractor shall arrange for such shifting of power lines towers, electrical poles etc., through concerned authorities of GRIDCO/OPTCL/WESCO/SOUTHCO and other agencies at his own cost. The Engineer-in-Charge will process the proposals submitted by the contractor to the authorities concerned. The price bid quoted by the Contractor is deemed to be inclusive of such cost and no claims for separate payment will be entertained.

28.3 Contractor shall process shifting of HT/LT lines, Telephone lines & electrical and telephone poles etc. The statutory charges required for the shifting/relocation shall be borne by the Dept. The cost of works will be borne by the contractor. Quantum of such works shall be assessed by the bidder.

28.4 Wherever any component of work of a scheme is crossing Railway line, the contractor has to prepare necessary proposals for seeking permissions of Railway authorities. The Engineer-in- Charge will process such proposals to the Railway authorities concerned for taking up the work by them as a deposit work duly paying the amount demanded by the railway authorities by the Dept and shall be recovered from the next running bill of the Contractor. The Contractor shall include such cost in the bid price.

28.5 In order to check the accuracy of the investigation work the equipment, labour, required transport and other materials etc., at site of work have to be supplied to the Engineer's Representative without extra cost.

28.6 No extra payment will be made to the bidder if there is any change in type of structure, specifications, variation in quantities as per actual site conditions.

28.7 Display Boards should be displayed of size 2.00m x1.50m, wherever necessary or by engraving on the structure with enamel painting. Boards / direction boards should also be displayed to facilitate for inspection both at investigation and execution stages.

28.8 During soil exploration by drilling boreholes for foundations, the contractor shall take required number of Un-Disturbed Samples and normal samples and obtain soil classification, soil properties and bearing capacity by getting them tested in the soil testing laboratories of Government Labs/Engineering Colleges or other reputed institutes. The contractor shall provide certain U.D. Samples and normal samples to the Engineer-in-Charge also so as to get them tested parallel at any other lab to be selected by the Engineer-in- Charge, if required. The cost of such testing

shall be borne by the Contractor.

28.9 The Contractor shall furnish draft reports on design Engineering, drawings, in six copies and soft copy in CD for obtaining the approval of the competent authority. After approval, the contractor shall furnish 11 copies of booklets and 1 soft copy in CD for record of the department at his cost and no separate payment will be made towards this.

28.10 The contractor shall furnish 12 (twelve) copies of Land plan schedules and Land acquisition proposals for obtaining approval of competent authorities.

28.11 The contractor shall fix enamel-coated metallic measuring gauges both on U/s and D/s side of all the structures and at suitable locations along with the paintings of gauge on Piers as suggested by the Engineer-in- Charge.

28.12 The Contractor shall provide and fix chainage cum boundary stone of standard design at an interval of 30 meter, cost thereof is deemed to be included in the quoted contract price.

28.13 **Construction of 6.5 m over all wide road with 4.3 m wide asphalt road** from the nearest connectivity.

28.14 Catch drains and drainage vents are to be provided wherever necessary to facilitate drainage along and across the approach roads of the Barrage at no extra cost.

28.15 All the crossings of State Highways, District Roads, Village roads and all other roads/ shall be negotiated as per standards of the respective departments and as per the permissions granted by them. The approaches to these shall be provided as per the standard of their respective departments. The cost of these shall be deemed to have been included in the contract price quoted.

28.16 If the proposed work is interfering with any existing irrigation canals or channels, supply channels or Sources / Streams to Minor Irrigation tanks, roads, suitable structures are to be provided within the quoted contract price by the contractor.

28.17 If the work is interfering oil pipe lines, gas pipe lines, water supply pipeline, or any other pipe lines, the contractor shall provide suitable crossing in consultation with the authorities concerned after obtaining the approval either by himself or getting them executed by the concerned authorities as a deposit work duly depositing the requisite amount to them. The Engineer-in-Charge will help in processing the proposals to the authorities concerned to obtain their permission. The cost of such crossings shall be deemed to be included in the contract price.

28.18 Diversion of streams that are interfering with the system into nearby stream(s) is not permitted in general. However, in exceptional cases, the Engineer-in-Charge may consider such proposals depending upon their feasibility, if the distance between them is not much (i.e., less than 200 m) and also if such diversion will not affect the riparian rights of existing or contemplated sources on D/s side.

28.19 R. Masonry / CR Masonry / Brick Masonry Structures shall not be permitted generally.

28.20 The contractor has to make his own arrangement for diversion of flow and dewatering of foundation etc. wherever necessary within the quoted contract price.

28.21 The concrete mixes to be adopted for all the structures shall be design mixes only and these design mixes shall be conducted in the department / reputed laboratories and got approved by the Engineer-in-Charge before adoption.

28.22 In case of crossing works, drainage works, the contractor shall excavate necessary approach/ Tail channels to these structures to have smooth drainage through the structure. The cost of excavation of such channels shall be borne by the Contractor within quoted contract price. The cost of Land Acquisition for such channels will be borne by the department.

28.23 Plantation of selected trees with tree guards of two-meter height of brick masonry at an interval of 5 meter along the approach road and at selected places as decided by the Engineer-in-Charge is to be done. The Contract price quoted by the Contractor shall include all these items.

29.0 MODERN TECHNOLOGY

The Contractor should adopt the latest/modern methodologies and State of Art Techniques in the investigation, planning, design, construction, operation and maintenance and monitoring of the project.

SECTION – VI

APPENDICES

PPENDIX-S&I

SURVEYS AND INVESTIGATION SCOPE OF SERVICES

The Contractor's Scope of Services for Survey & Investigation shall include the following activities for the work

1.0 Review and Assessment of Data Requirement:

1.1 Review of available Data of the work and identification of Detailed survey , investigation and foundation exploration requirement considered necessary for fixing alignment , planning and design of all components comprising of Civil works related to bridge, barrage including scouring sluices and fish ladder, piers, abutments, guide wall ,guide bunds/afflux bund and other appurtenant works., Mechanical works like gates in barrage including sluices including Hoist and Hoist supporting structure, Power connectivity from the nearest structure including the 11/0.43KV sub-station, allied machineries and facilities for gate operations and lighting of the sites, Construction of approach road from the nearest connectivity to the barrage site, Construction of a watchman and operator shed near the barrage, preparation of estimates on the basis of approved design, for preparation of land plan schedules and land acquisition Proposals including property cases and execution, commissioning and maintenance of the project. The system should as far as possible avoid Abadi, Forest Lands, Gochars, devastanam, grave yard and permanent structures.

1.2 Review of technical and design parameters for the structures.

1.3 Preparation of work programmes for carrying out investigations and studies for the information of the Engineer-in-Charge.

1.4 The contractor shall submit a review report after carrying out the above activities for acceptance of the Engineer-in-Charge.

2.0 DETAILED INVESTIGATION:

2.1 Preparation of a memorandum on conducting surveys, foundation exploration and investigation indicating investigation criteria, methodology to be followed, equipment proposed to be used and method of analysis for all components of the work.

2.2 Survey for fixing permanent benchmarks with reference to levels supported by the Department at site & subsequently to be connected with GTS Benchmark on both side of the river and temporary bench mark along the alignment of different components.

2.3 Carrying out foundation exploration works, geo-technical investigations and laboratory tests, analysis and studies including collection of other relevant data as necessary.

2.4 Logging of the drill holes and preserving the logs for inspection.

2.5 The detailed investigation, foundation exploration and geo technical investigations are to be carried out along the different alternate alignment, if feasible, and submit it for finalization and approval by competent authority. The conceptual plan shall be on whole, to the part principle.

2.6 On approval of alignments, preparation of survey plans of whole work area with contours at 0.5 m intervals, marking ridges and valleys showing clearly the river bed, banks, road connectivity, existing nearest power connectivity, all structures etc.

2.7 Grid survey for structures, such as Nalla crossing for approach roads, afflux bund, trial pits, core drilling for foundation investigation of structures.

2.8 Preparing land plans schedules and land acquisition proposals (Private Land, Government Land, Forest Land if any etc.) and Property schedules such as wells, trees, houses etc., if any and submitting same to Engineer-in-charge.

2.9 Preparation of ROW/ROU cases if any for approval by competent authorities.

3.0 Liaison with the Employer and Employer's Representative from the start of investigation to actual Commissioning of the project in full.

4.0 Liaison with respective line departments of Odisha and owners of Electrical utilities, Railways, Forest department etc. for approvals of Right of way/Right of use.

5.0 Preparation of monthly progress reports on the progress of the investigation work.

6.0 No separate payment shall be made for conducting any of the surveys, detailed investigation and geo-technical exploration etc., indicated above and needed for the completion of the project and shall deemed to be included in the quoted price.

DESIGN AND ENGINEERING SCOPE OF SERVICES

The Contractor's Scope of Services for Design and Engineering shall include the following activities for the work.

1.0 Detailed Design

1.2 Review of technical and design parameters for all components of the Barrages including Electro-mechanical works and Electrical system connectivity work.

1.3 The 500 year and 100-year flood and the pond height (to be measured from the upstream floor) provided in salient data of Appendix BPP is binding on the contractor. Other data provided is tentative.

1.4 Preparation of Detail Project Report(DPR) with detail hydrological and hydraulic analysis, detail investigation taken up indicating design criteria, design parameters, design assumptions, method of analysis on all components of the Work (bridge with a carriage way width of 7.5m, barrage including scouring sluices and fish ladder, piers, abutments, guide wall ,guide bunds/afflux bund with protection works and other appurtenant works, Mechanical works like gates and stop logs, including Hoist and hoist supporting structure, gantry crane and lifting beam, Power connectivity from the nearest 11 KV structure,11/0.43KV substation, allied machineries and facilities for gate operations and lighting of the sites, Construction of approach road from the nearest connectivity to the barrage site, Construction of a two storied residential building for watchman and operator near the barrage) .These Detail Project Report shall be submitted to the Engineer-in-Charge for approval of Technical Advisory Committee(TAC) before carrying out detailed design and construction drawings

1.5 On approval of DPR by TAC, detailed design shall be taken up as per Technical Specification, relevant IS Code, IRC Code, manuals etc, for all the Civil works i.e., bridge with a carriage way width of 7.5m, barrage including scouring sluices and fish ladder, piers, abutments, guide wall ,guide bunds/afflux bund with protection works and other appurtenant works, Mechanical works like gates and stop logs, including Hoist and hoist supporting structure, Gantry crane with lifting beam, Power connectivity from the nearest 11KV structure,11/0.43KV substation, allied machineries and facilities for gate operations and lighting of the sites, approach road from the nearest connectivity to the barrage site, a two storied residential building of about 2900 square foot built up area ,for watchman and operator ,near the barrage including drawings required for the execution .The design calculations performed along with the drawing shall be submitted to the Engineer-in-Charge for approval of Competent Authority.

1.6 Processing for approval of Design & Drawing from Competent Authority.

1.7 Preparation of Detail Estimate of all components of works as per Odisha Schedule of Rate for schedule items and Market rate / Procurement rate of EPC contractor for non-schedule items and processing it for sanction by Competent Authority. While framing the estimate, the items are to be clubbed as per the payment schedule to facilitate payment.

1.8 Taking up the additional designs and modifications, as needed, during construction.

1.9 The contractor shall adopt modern methodology/State of art Techniques in design of the components of the work.

2.0 The softwares and soft copies of designs shall be made available for checking of the Designs and it will be the Property of the Department.

2.1 Submission of methodology for commissioning of entire Barrage work.

2.2 Preparation of operation and maintenance Manuals.

3.0 Project Completion Report

3.1 Preparation of as-built drawings for the Civil as well as Electro Mechanical components of the work and a Detailed Project Completion Report.

4.0 Design liaison

4.1 Design liaison with Engineer and his representative, Consultant(s) of the Employer and if required with Central Water Commission etc.

4.2 Preparation of Monthly Reports on the progress of the project work as a whole for information of the Engineer-in-Charge, in respect of:

a) Investigation & Surveys.

b) Design and engineering.

c) Civil Construction.

d) Electro-Mechanical components.

e) Quality Control arrangement.

f) Technical status (Present status and future programme)

g) Project status (Time Schedule, achievement of mile-stone, slippage in time schedule with specific reference to activities and acceleration measures proposed)

h) Financial status (Present status and future projection)

i) Deployment of Manpower, Labour, Expatriates staff and Construction Equipment

Furthermore, the Report shall include necessary photographs and sketches showing the previous month's progress.

5.0 Supply of Drawings, Reports etc.

5.1 The Contractor shall furnish to the Engineer-in-Charge the following number of copies of drawings, reports and other technical documents:

Sl. No.	Particulars	Hard copies	Soft copies (CD)	Remarks
1.	Drawings for information	6 (six) sets	1 (One)	
2.	Drawings for approval	6 (six) sets	1 (One)	1 (One) One hard copy shall be returned to the Contractor with approval or comments.

Sl. No.	Particulars	Hard copies	Soft copies (CD)	Remarks
3.	Approved drawings	1+ 10 sets	1 (One) copy in CD	
4.	As-built document	6 sets	1 in CD	Shall be submitted in accordance with relevant cluse of Conditions of Contract
5.	Review Report/ Design Briefs/ Design Memo / Design Reports (Draft)	3 (Three) sets	1 (One) copy in CD	One hard copy shall be returned to the Contractor with approval or comments.
6.	Review Report/ Design Briefs/Design Memo/ Design Reports (Final)	1 + 10 sets	1 (One) copy in CD	
7.	Progress Reports (monthly)	6 (Six) sets		Also through e-mail to respective authority
8.	Final design computation s	6 (six) sets	1 (One) copy in CD	
9.	Detailed Project Completion Report	10 (Ten) sets	1 (One) copy in CD	

5.2 Tentative list of design notes and drawings for the work to be submitted by the contractor (civil & Electro- Mechanical component)

Sl. No.	Design Note	Title of Drawing
1	Layout Report	Schematic plan ,cross section and L-section of the work showing all controlling levels and Arrangements
2	Barrage	1. Detail Plan, cross section and L S of the deck with details of bearing, parapet, expansion joint, wearing coat, drainage spout etc. 2. Reinforcement details of the deck and parapet etc.
3	Barrage including scouring sluices and fish ladder, piers, abutments, guide wall ,guide bunds/afflux bund and other appurtenant works	1. Detail plan of the Barrage, piers, abutments, guide wall, afflux bund, protection works with LS and CS of the barrage showing all components etc. 2. Details of piers, abutments, guide wall, fish ladder and energy dissipation arrangement, protection works etc.

Sl. No.	Design Note	Title of Drawing
4	Gates including Hoist and hoist bridge	1.General arrangement drawing 2.1st stage and 2nd stage Embedded parts details 3. Gate details 4. Details of Hoist 5. Details of Hoist supporting structures.
5	Power connectivity from the nearest 11KV structure including 11/0.43KV substation and power cable connection for Gate operation and lighting	1. Layout plan of electrical connectivity etc. 2. Details of 11/0.43 KV substation 3. Plan for cable layout for gate operation and lighting of the site etc. 4. Structural details including cable tray with material statement etc.
6	Construction of approach road from the nearest connectivity to the barrage site.	1. Layout plan of the connectivity showing plantation etc. 2. C.S of the road showing the details of sub-base and sub-grade etc. 3. Cross drainage work details etc.
7	Construction of a two storied building with about 3000 square foot built up area for watchman and operator shed near the barrage	1. Layout plan with elevation and section etc. 2. Reinforcement details etc. 3. Sewerage, water supply and electrification details etc.

Note: 1.The list is indicative for design notes and drawing to be submitted by the Contractors. Exact details will be decided as per work requirements.

5.3 No separate payment shall be made for any of the design and engineering works indicated above and needed for the completion of the project and shall be deemed to be included in the quoted price.

APPENDIX – CW

CIVIL WORKS

SCOPE OF SERVICES

1. Construction of Barrage including scouring sluices, piers, abutments, guide wall, guide bunds/afflux bund with protection works and other appurtenant works, approach road from the nearest connectivity to the barrage site, a two storied residential building of about 3000 square foot built up area for watchman and operator near the barrage as per the Technical Specification, I S codes, IRC codes and manuals etc.
2. Plantation of selected trees at the barrage site, along the approach road and in residential quarter areas.
3. Operation & Maintenance of complete commissioned work for five years or five flood seasons whichever is more.
4. Construction of all civil works relating to Power Connectivity.
5. Trial run and commissioning of entire work.

APPENDIX- EM

ELECTRO MECHANICAL EQUIPMENTS SCOPE OF SERVICES

Mechanical works like gates in barrage including 1st stage and 2nd stage Embedded parts, gate and stop logs, Hoist, Hoist supporting structure, Gantry crane and lifting beam, Power connectivity from the nearest 11KV structure or 33/11KV substation, 11/0.43KV sub-station including the power cable/L.T line for gate operation and lighting of the bridge along with all machineries and facilities for gate operations and lighting of the sites.

The scope of work in this section includes, but not limited to the following:

1. Detail design of all components as per the relevant IS codes, OERC norms and manuals.

   Detailing, supply and manufacture, inspection, shop assembly, testing, painting etc as per the approved drawing and specification of the respective components.

1 Delivery of fabricated components/equipment and transportation to site.

2 Site storage, transportation and handling, site erection, painting, testing and commissioning including provision of labour, plant, material etc. for the above.

3 Supply and installation of all incidentals not specified but are necessary for proper completion and satisfactory functioning of the system.

4 The Contractor shall supply the equipment, which will meet in all respects, the requirements of Employer in regard to performance, durability and satisfactory operation. All the equipment supplied shall conform to the relevant Indian Standards.

APPENDIX- BPP

CONSTRUCTON OF BARRAGE BASIC PROJECT PROFILE

1.0 Introduction : Government of Odisha proposes to build a ISS at Sambalpur across river Mahanadi to enhance in-stream storage for water conservation for improving recharge of ground water, availability for drinking water supply, augmentation of lift irrigation and flow irrigation wherever feasible and availability for supply to industrial & commercial establishments in the area.

1.1 The Catchment area/ Overall water way/ 50 year Return flood Discharge / 100 year Return flood Discharge / 500 year Return flood Discharge / pond height (to be measured from the upstream floor leveL) provided in the salient features in Appendix BPP are binding on the contractor. Other data provided are tentative. The hydrological data of the sites will be made available based on availability with the department.

1.2 The main components of the ISS will be a) Foundation/ floor with cutoff, energy dissipation arrangement, pier, pier cap, abutments, return wall, divide wall, fish ladder(as per necessity) protection works flank walls and flared out walls or suitable measures as laid down in IS11130. (b) Scouring sluices shall be provided on both sides in case of weir In case of Barrages, scouring sluices shall be provided in both sides upto 500 m of overall waterway. When the overall waterway is more than 500m additional 2 numbers of sluice bays (adjacent to each other) shall be for each extra 500m overall waterway in between end sluices (c) Hydraulic gates with mechanically and electrically operated hoists including hoist supporting structure .Automatic falling shutters(to be lifted automatically) in case of weir (d) afflux bund, guide bund/guide bank and down stream river embankment, approach embankment and bank protection works etc. (e) Bridge superstructure including bearings, parapet, wearing coat expansion joints etc. (f) Carriage Way width over Bridge considering available traffic and type of road (g) Ancillary Works as tabulated in Appendix-F4 (h) Electrical connectivity to the barrage site from the nearest 33/11 KV structure with 0.43KV step down substation and cables for hoist operation and lighting of sites, bridge and hoist bridge (i) A two storeyed building with 3000 square foot built up area RCC/framed Structure for Watchman and operator shed at the barrage site with an extra 1000 sqft framed structure for Control panel & Installation of DG set (j)Approach Road to the barrage site from the nearest connectivity and (j)other ancillary works if any. (k)Necessary Plantation & Beautification.

2.0 GENERAL DESCRIPTION OF THE WORK

The scope of work consists of Investigation, Planning, Design, Construction of items mentioned in above para, including supply, erection & commissioning of all mechanical & electrical items, including power connectivity from nearest 11KV structure or 33/11KV substation to the barrage site, including operation & maintenance for 5(five) years or five flood seasons after commissioning of work whichever is more.

The details of work are given in Table at page 14/15.

3.0 BRIEF DESCRIPTION & SCOPE OF WORK UNDER THIS TENDER:

The project is proposed to be implemented on Engineering, Procurement and Construction (EPC) & commissioning on Turnkey basis on single point responsibility basis. Detailed survey work and design has not been taken up. On the basis of preliminary survey tentative salient features of the work have been arrived. The bidder shall be responsible for the detailed survey, planning, investigation, designs, getting approval of the design, preparation of technical datasheet, Quality Assurance Programme, construction programme etc. for all components of the project, construction, supply and erection and installation of all Civil, Mechanical & Electrical systems as per the work specifications provided in the bid documents, and commissioning of the project on turnkey basis followed by operation and maintenance of the entire work for a period of five years or five flood seasons whichever is more.

4.0 DETAIL SCOPE OF WORK:

4.1. Survey & Investigation: Survey and Investigation shall include but not limited to following activities,

a) Detailed investigation for alignment of Barrage with its components, approach road, gates with hoisting arrangements etc, route alignment of electric lines for power connectivity, sub soil explorations like drilling, trial pits, assessment of safe bearing capacity of soil strata etc in different locations.

b) Fixing of permanent & temporary benchmark stones and transferring the values of the levels to them. The permanent bench mark is to be placed near the bridge-barrage abutments on both sides and at other places of importance.

c) Preparation of site survey plans for all crossing to the roads, drain, railway lines existing water, gas & oil pipes etc.

d) Preparation of land schedule for acquisition of land from private owners & processing it for acquisition till completion of the process. Preparation and processing of proposal and arranging for having clearance for use of land for the Barrage cum Bridge work in forest area wherever required. Processing for obtaining right of way / right of use permission from different Govt., Semi Govt. and private authority.

e) Preparation of land schedule for alienation of Government land & processing of the same to the appropriate authority.

4.2 Design:

a) Preparation of separate plan for the Barrage including scouring sluices and fish ladder, piers, abutments, guide wall, guide bunds/afflux bunds and other appurtenant works, approach road from the nearest connectivity to the barrage site. Watchman and operator shed near the barrage, Power connectivity from the nearest 11KV structure.

b) Design of all components and sub components including bridge, barrage scouring sluices and fish ladder, piers, abutments, guide wall, guide bunds/afflux bunds and other appurtenant works, approach road from the nearest connectivity to the barrage site. Watchman and operator shed near the barrage, Power connectivity from the nearest 11KV structure, including crossings like power lines, P&T lines, railways, NH/roads, including all ancillary works etc.

c) Processing for approval of all the designs & drawings from competent authorities and getting it approved.

4.3 Procurement & Installation:

a) Preparation of Procurement schedule for machineries and equipments

b) Making arrangement for pre-procurement quality verification by employer or third party engaged by the employer

c) Procurement of the embedded parts of the gates, gates, hoist machineries and equipments, electrical materials and equipments required for the work as per the drawing and specifications of the agreement.

d) Installation and commissioning of gates, machineries and equipments as per the approved drawings.

4.4 Works:

a) Preparation of CPM/PERT chart for scheduling the construction as per the mile stone.

b) Civil works related to construction of Barrage, including scouring sluices and fish ladder, piers, abutments, guide wall, guide bunds/afflux bunds, downstream river embankment, approach embankment , bank protection works etc., Bridge superstructure including bearings, parapet, wearing coat expansion joints etc. , Carriage Way width over Bridge considering available traffic and type of road ;Ancillary Works as tabulated in Appendix-F4 and other appurtenant works etc. road connectivity and power connectivity.

c) Mechanical works like gates in Barrage including Hoist and Hoist Bridge.

d) Power connectivity from the nearest 11 KV structure, allied machineries and facilities for gate operations and lighting of the sites.

e) Construction of approach road from the nearest connectivity to the barrage site.

f) Construction of a watchman and operator shed near the barrage.

4.5 Operation & Maintenance:

4.1 Operation and Maintenance of the system for five years or five flood seasons whichever is more.

4.2 Capacity building of O& M staff of Government for O&M of the work.

4.3 Preparation of operation and maintenance manual of the work.

4.6 Other Responsibilities:

The scope also includes necessary co-ordination and management to obtain consent or permission from affected bodies/ authority/ parties whose damage to property is involved in construction of all the components. The contractor will be responsible for processing all the papers required for permission for right way/right of use from Govt. Semi Govt. and private parties etc. All statutory charges required to be paid for this shall be borne by the Govt. The department will sign the necessary documents required for permissions/ clearances/land acquisition. Required co-ordination for sanction from the concerned authority & NOC from the concerned authority / field owner for satisfactory completion shall be provided by the bidder. For Acquisition of land from private land owners, the contractor is to prepare the land acquisition schedules & other schedules prescribed by Govt. & process the acquisition as per the prevailing land acquisition Act of Govt. Odisha. The Department will sign all the documents required for this purpose. The cost of the land & property as per the Govt. rules in force will be borne by the Govt. Processing of the proposal for alienation of Govt. land is also the responsibility of the contractor.

5.0 SALIENT FEATURES OF THE WORK.

The salient features of the work based on the Department's study are given in Table in page 14/15. However, the bidder has to make its own assessment by site visits, preliminary surveys and study of relevant maps and documents for the data before bidding.

SALIENT DATA OF THE PROPOSED BARRAGE

Sl. No.	Name of the Project	Name of the River	Latitude & Longitude and Topo Reference	Name of the Village	Name of the Block	Name of the District	Catchment Area in Sq.Km *	Overall Waterway in m. *	50 year Return Flood discharge in cumecs * /m	100 year Return Flood discharge in cumecs * /m	500 year Return flood discharge in cumecs * / m	Observed HFL in Meter	Pond level in Meter	Pond height in Meter (to be measured from the upstream floor level)*	Average Bed level in Meter (Axis)	Crest height above the upstream floor level in Mtr.	Length of approach road in KM. both left and right side (Approx.)	Distance of 11KV structure in KM (Approx)
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
1	**Construction of ISS across river Bheden near village Samasingha in Kolabira Block, District Jharsuguda**	**Bheden**	**Left Bank- Latitude: 21°45'34.23'' N & Longitude: 84°10'18.73'' E Right Bank- Latitude: 21°45'40.63'' N & Longitude: 84°10'20.27''E**	**Samasingha**	**Kolabira**	**Jharsuguda**	**2438.00 Km^2**	**141.5 m**	**4459.00 m^3/s/ 203.30 m**	**5269.00 m^3/s / 204.00 m**	**6478.00 m^3/s / 205.40 m**	**205.40 m RL**	**RL200.00 m**	**6.00 m**	**RL 194.00 m**	**1.00 m**	**500 m from Left / 500 m from Right Side**	**15 Km**

Note:

1. The level indicated above is with reference to the Bench Mark level to be supplied by the TIA except the Pond height which is to be measured from upstream floor.
2. Maximum permissible Afflux: as per BIS code IS 6966 (part-1)
3. Afflux bund (Length of Afflux bund should be minimum 5 Km in U/s or up to a length where the TBL meets the natural ground level) :-
   I. Top Width-6m
   II. Free board (As per clause 4.3.2 of IS 12094) .
4. Guide bank (Wherever required to be mentioned by TIA as stipulated in IS 10751 (Planning & Design of Guide banks

For alluvial rivers guidelines)):-

5. D/s River Embankments: -
    I. Top width-6m
    II. Length 500m on both side of river.
    III. Free board (As per clause 4.3.2 of IS 12094)
6. Design discharge 100 years is to be considered for design of all components of the barrage except Afflux bund.
7. 500 years return flood discharge is to be considered for design of Afflux bund only.
8. Gates: Vertical lift type gate with electro-mechanical hoisting arrangement for operation (arrangement for manual operation is also to be provided). In case of falling shutter the shutter to be lifted automatically.
9. U/s & D/s divide wall of minimum length 15m & 10m respectively beyond the apron.
10. Carriage Way width of Bridge 7.5 m considering available traffic and type of road.
11. In case of ambiguity between IS code & manual the provisions in the IS code shall prevail.

Values marked *in above table are fixed & binding for design & execution (Catchment area/ Overall water way/ 50-year Return Flood Discharge / 100 year Return flood Discharge / 500 year Return flood Discharge / pond height (to be measured from the upstream floor level)**.**

SECTION-VII

CONDITIONS OF CONTRACT FOR OPERATION & MAINTENANCE

SECTION VII

CONDITIONS OF CONTRACT FOR OPERATION & MAINTENANCE INDEX

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16.0	Financial Provision	
17.0	Non-Compliance of Employment of Key Personnel	
18.0	Delay for Non-Maintaining any Component of the work	
19.0	Taxes, Licenses, Permits and Fees	
20.0	Termination or Fore Closure of the Contract	
21.0	Training	
22.0	O&M Manual	
23.0	Handing over of the work	

Section-VII

CONDITIONS OF CONTRACT FOR OPERATION & MAINTENANCE

1.0 Introduction:

The contract is for construction of In-stream storage structures at Sambalpur across Mahanadi river of State of Odisha *in Bid Identification No*. **CE&BM-MB-10/2026-27**. The completion of work will be considered for commissioning of the project. After completion and commissioning of the work the Contractor shall be responsible for the operation and maintenance of the work for a period of *five* years or *five* flood seasons whichever is more from the date of notification of commissioning of the Project, The Contractor shall be responsible for the operation & maintenance of all components of the project including associated works in accordance with prudent utility practice. The O & M contract will run concurrently with defect liability period from the date of commissioning of the work.

2.0 ADMINISTRATIVE PROVISIONS: The following additional clauses shall apply only during the Operation & Maintenance period.

DEFINITIONS

In this Agreement the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

1. "Operation and Maintenance" shall mean O&M of all the components of the construction of In-stream storage structures at Sambalpur across Mahanadi river of State of Odisha .
2. "Operation and Maintenance period" shall mean five years or five flood seasons whichever is more from the notified date of commissioning of the work.
3. "Contract" shall mean the agreement between the Employer and the Contractor along with all documents incorporated therein by reference and all documents incorporated by these Conditions of Contract.
4. "Contractor's Equipment" shall mean all equipment, instruments, tools, machineries and other appliances and things of whatsoever nature required for the fulfillment of the Contract or of the Contractor's Obligations, but not including those items which are intended to form, or which form part of the Facility.
5. "Contractor's Obligations" shall mean the obligation to execute the Project in its entirety and shall, without limitation, include the Operation and Maintenance.
6. "Date of Taking Over" shall mean the date of Successful Completion of operation & maintenance period as per agreement clause and taking over of the entire work & process by Department.
7. "Defects Liability Period" shall mean the Defects Liability Period of five years

for all works, commencing on and from Date of commissioning of project including satisfactorily passing tests on completion during which the Contractor shall undertake the responsibilities, and have the liability for the facility.

8. "Facility" shall mean the entire system to be designed and constructed in accordance with the provisions hereof, including the buildings, structures ,ramps, pits, pipes, fencing, lighting, testing and analysis equipment, tools, computers, software programs, safety equipment, plant machinery, supplies, instruments and inventory incorporated therein, as well as all open areas within the site, and including any additions, modifications, alterations, replacement and repairs as may be made thereto from time to time.

9. "Governmental Authority" shall mean any Indian entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions, including, without limitation, any government authority, agency, department, board, commission or instrumentality of Indian or any political subdivision thereof, court and tribunal.

10. "Law" shall mean and include all the provisions of all Indian statutes, regulations, ordinances, codes, official or other standards, administrative or other rules, zoning and other plans and restrictions, building and other permits, judgments awards and decrees of, or agreements with any Governmental, semi-Governmental or quasi-Governmental Authority as currently in effect or as may be in effect from time to time and /or as may be amended or supplemented from time to time.

11. "Maintenance Standard" shall mean the requirements for operating, maintaining, repairing, and renewing the Facility:

i. As set forth in the O & M Manual; bidder shall furnish this before commissioning of work.

ii. Required pursuant to applicable Law;

iii. As may be necessary for keeping the facility in a satisfactory condition such that the Facility will continuously, comply with the Operation Standard; and

iv. As may be necessary to ensure that the Facility shall continuously be in an optimum condition and state in relation with the lifetime of the Facility.

12. "O & M Manual" shall mean the final Manual for the Operation and Maintenance of the entire system, to be prepared in accordance with the Bid Documents.

13. "Operation and Maintenance Obligations" shall mean the obligation of the Contractor pursuant to the Agreement to operate and maintain the Facility on and from the Date of commissioning of the work until the date of completion of this Agreement.

14. "Operation and Maintenance Price" shall mean the amount payable by the Employer to the Contractor, for the fulfillment of the Contractor's Operation and Maintenance obligations. This price is 5% of the quoted amount by the bidder in Financial Bid.

15. "Operation Standard" shall mean : a) The Performance Guarantees; b) All applicable Laws; c) All of the requirements, policies and procedures set forth in the O & M Manual d) All other operational requirements set forth in this Agreement.

16. "Site" shall mean that specific area specified in the Bid Documents and shall include any other places as may be specifically designated by the Employer from time to time as forming part of the Site.

2.1 Scope of Services

The scope of services during defects liability period of five years after the notified date of commissioning of the work.

2.1.1 During the defect liability period, the contractor will have to bear additional responsibility in addition to normal O & M as defined under clause 2.2 below.

2.1.2 The responsibility of the contractor during defect liability period will be at par with other general contracts.

2.1.3 During the defect liability period the soundness, longevity, performance and defects will be under scrutiny and observation & any defects noticed will be repaired, replaced and brought to perfect running condition by the contractor at his own cost as per the direction of the Engineer-in-charge. This responsibility will be in addition to the O & M operation as envisaged in the agreement.

2.2 The duties and responsibility of the contractor under the O & M agreement will be as under.

2.2.1 To maintain all the components of the Barrage cum bridge work as per the scope of the work described under different sections of the Bid document.

2.2.2 To provide all services necessary to maintain the project efficiently, maximize the availability of the project, optimize the useful life of the project etc.

2.2.3 To provide requisite numbers of qualified (and if required licensed) personnel to perform the services including security of the work.

2.2.4 To carry out any maintenance or repairs or rectification or replacement work in case of any problem or emergency that may arise while all the components of the work is in-operation during the maintenance period of

five years or five flood seasons whichever is more as directed by the employer/ Engineer-in-Charge.

2.2.5 To provide technical and other assistance to the employer, in solving operational and maintenance problems.

2.2.6 To prepare Annual Operation Plan and submit to the Employer for approval.

2.2.7 To maintain effective functioning of all Electrical, Hydro-Mechanical and Electro-Mechanical works including gates & hoists etc.

2.2.8 The Energy charges for operation of the gates and lighting of the barrage area shall be borne by the Department.

3 OBJECTIVES OF CONTRACT

3.1 Risks and Obligation of the Contractor

For the duration of O & M period of five years or five flood seasons whichever is more, Contractor shall render and make available to the Employer the following services:

i. Preparation of Operation & Maintenance manual to be furnished prior to commissioning of the work.

ii. Preparation of training manual for training of the staff of the Department to be furnished prior to commissioning of the work.

iii. List of equipments, tools & plant required for smooth Operation & Maintenance to be furnished along with the Bid.

iv. List of personnel to be employed by the contractor for Operation & Maintenance to be furnished along with the Bid

v. Routine Maintenance of all components of schemes including Bridge, gates Buildings, Roads, Power connectivity, all installations and equipment etc. Repair, rectification and replacement of all defective components of the work.

vi. Developing MIS for management of the work furnishing it before commissioning of the work.

The Contractor shall take full responsibility for the care of the Facility and materials and Plant from the date of commissioning of the work until the date of completion of the Operation and Maintenance period of five years or five flood seasons whichever is more, when the responsibility for the care shall pass to the Employer.

If any loss or damage happens to the Facility, or any part thereof, or materials or Plant for incorporation therein, during the period for which the Contractor is responsible for the care thereof, from any cause whatsoever, other than the risks defined in Sub-Clause of Risks and obligation of the employer, the Contractor shall, at his own cost, rectify such loss or damage so that the Facility conform in every respect with the provisions of the Contract to the satisfaction of the Employer. The Contractor shall also be liable for any loss or damage to the work occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligation under Sub-Clause Risks and Obligation of the Contractor.

4.0 COMMENCEMENT AND DURATION OF O & M:

On completion of the work, the trial & commissioning of the work shall be taken up as per relevant conditions of contract.

Should the Engineer-in-Charge wish to propose an extension or curtailment to the O & M Period, he will give 90 days prior notice of its intention to exercise such option.

Extension of the O & M Period would involve a negotiated revision to the Terms and Conditions of the Agreement. Curtailment of O&M period would require revision of O&M cost proportionately. The decision of the Government / department shall be final whether to curtail/extend or not the O & M period.

5.0 Maintenance Personnel

The Contractor shall deploy **experienced personnel** for maintenance of the Barrage-cum-Bridge work. The deployment schedule indicating the number of the Managers, Supervisors, Operators, Helpers/Fitters, Mechanics, Electrician & other support staff etc. for O&M of work, responsibility assigned to each of them should be furnished along with the bid. For effective O&M, local people of the nearby villages may be selected by the contractor who is to be trained during the construction stage for their deployment during the O&M period. The bio-data of all O&M personnel shall be provided to Engineer-in-charge before commencement of operation and maintenance for approval.

Additional staff required for smooth and efficient operation of the work is to be deployed by the contractor as per requirement for which no extra payment will be admissible.

All Contractors' personnel employed at the work at any time during the period covered by the present Contract will be provided by him. **The Employer is not liable for personnel in any way and cannot be held responsible** in the event of litigation of any sort between the Contractor and deployed personnel or their representatives. All decisions related to staff numbers and qualifications should be approved by the Employer. The Contractor undertakes to comply with applicable legislation and the code of labour law on matters of health, hygiene and safety, and shall assume responsibility for works required in the event of any change in applicable regulations.

6.0 Right to Perform upon Contractor's Default

It anytime, the Contractor fails to perform and such failure is likely to cause injury to any person or damage to the project, the Employer may, but shall have no obligation to, perform any such obligation of the contractor. The cost to the Employer of affecting such performance would be deducted from the payment due to the Contractor.

No additional payment shall be made for operation and maintenance services during the maintenance period of five years and shall be deemed to be included in the quoted contract price.

7.0 Acceptance Tests on Completion of Maintenance Period

Upon completion of prescribed Maintenance period, the acceptance tests shall be carried out before the project is taken over by the Employer. These acceptance tests shall be identical to the test conducted during commissioning of the project.

The Contactor shall also make available the proof that maintenance / of total system was carried out during operation & maintenance period in accordance with the maintenance schedule and O & M manual.

8.0 VEHICLE

The contractor has to deploy 4 wheeler of model after 2020 in working condition for smooth operation and maintenance. The vehicle such as Mahindra Jeep (Bolero) / Tata Sumo is to be deployed for O & M period. All expenditure is to be borne by the contractor. The vehicle is to be deployed for minimum 150 days in each year.

9.0 FORCE MAJEURE

"Force Majeure" means an event beyond the control of the Employer and the Contractor, which makes it impossible or illegal for a party to perform, including but not limited to:

i) act of God.

ii) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo;

iii) rebellion, revolution, insurrection, or military or usurped power, or civil work.

iv) contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

v) riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Subcontractors.

If either party is prevented from or delayed in performing any of his obligations

under the Contract by any circumstances of Force Majeure, then he shall notify the other party thereof within seven days, and specify how these circumstances are detrimental in the performance of the Contract.

If the performance of the operation is substantially disrupted for a continuous period of three months by virtue of any event of Force Majeure, then either party may by written notice to the employer terminate the Contract.

10.0 ASSIGNMENT

The Contractor will not be entitled to sub-contract any part of his obligation to any third party without prior approval of the Employer.

11.0 LIABILITY

The employer will not under any circumstances be liable for costs or loss of profit that the Employer may incur as a result of the unavailability of the plant on account of force majeure.

12.0 INSURANCE

The Contractor shall, without limiting his or the Employer's obligations and Responsibilities insure :

a. The Works, together with materials and Plant for incorporation therein, to the full replacement cost (term "cost" in this context shall include profit).

b. The Contractor's Equipment and other things brought onto the site by the Contractor, for a sum sufficient to provide for their replacement at the site.

The insurance detailed above shall be in the joint names of the Contractor and the Employer at the Contractor's cost and shall cover the Employer and the Contractor against all loss or damage from whatsoever cause arising, other than as provided in Clause of Risks & Obligations, from the start of the operation and maintenance until the date of completion of operation and maintenance in respect of the Facility or any Section or part thereof as the case may be.

Any amounts not insured or not recovered from the insurers shall be borne by the Contractor in accordance with their responsibilities.

The Contractor shall, except if and so far as the Contract provides otherwise, indemnify the Employer against all losses and claims in respect of :

a. Death of or injury to any person, or,

b. Loss of or damage to any property (other than the Works),

Which may arise out of in consequent of the Operation and Maintenance of the Facility and the remedying of any defects therein, and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

13.0 MAINTENANCE

The Contractor shall be responsible for corrective maintenance of civil, hydraulic, mechanical, electrical and computing equipment as well as miscellaneous equipment

as described in Clause below.

The Contractor shall be responsible for carrying out regular servicing and lubrication of gates, hoists, complying with maintenance instructions as defined in the Operation and Maintenance manual, and ensuring that electrical and electro-mechanical equipment operate correctly at all times.

The Contractor shall ensure that measurement systems operate correctly at all times.

The Contractor is responsible for the maintenance of the landscaped areas inside the Employer plant fences.

The Contractor shall be responsible for maintenance of civil structures including gates, quarters, roads etc. within the limits of his scope of work, under this Contract.

14.0 CONSUMABLES AND UTILITIES SERVICES - SPARE PARTS & STORES

14.1 Consumables and Utilities Services

Unless stipulated otherwise elsewhere in the document, for the duration of the O & M period, the Contractor will be responsible for the supply and control of lubricants, spare parts and consumable materials excluding electrical power, necessary for the continuous operation of the works.

The Contractor will manage the consumables and utilities services to ensure their most economic consumption and to minimize wastage.

The quantities of all the unutilized spare parts and consumable materials will be fully handed-over to the Employer at the end of the O&M period.

14.2 Spare Parts and Stores

The stores inventory, the issuing and recording of spare parts will be the responsibility of the Contractor and shall be verified by the Engineer-in-charge quarterly.

The Contractor is also responsible for providing spare parts and material required for the operation and maintenance during the operation period, and shall bear the cost for the same, including the cost of storing and safeguarding.

The Contractor will make all necessary arrangements to ensure the continuous supply of spare parts and material for the works and the rate of supply of these materials shall be in such quantities and amounts as would ensure uninterrupted operation.

Any spare parts used during the O&M period shall be replaced by purchasing new spare parts and total set of spare parts shall be handed over to the employer after completion of five years maintenance period / extended O & M period if any.

14.3 Miscellaneous Equipment

14.3.1 **Workshop Equipment**

All the necessary and required workshop equipment for the proposed project shall be supplied by the Contractor under this Contract. Bidder shall give a comprehensive list of the same.

14.3.2 **Housing Complexes**

Cost of operation and maintenance and housek eeping of housing complexes including domestic water supply and drainage, roads, gardens, electrical installations, etc. will be borne by the contractor.

15.0 INSPECTION

15.1 General Provisions

The Employer shall check the operation of the work or designate an organization of his choice to carry out inspections regularly. The Employer or the organization appointed by him shall check that the Contractor is performing the tasks for which he is responsible with due diligence. The Contractor shall at his cost provide all the assistance, to the Employer requires to complete these inspections.

15.2 Plant Complex Visits

At the end of each month, or at the initiative of the Employer, a visit shall be organized so that both parties can check the condition of the installations at the barrage complexes.

A report shall be drawn up to record the opinions of both parties. The Employer reserves the right to call in equipment manufacturers or specialized technicians for these visits.

These visits shall provide an opportunity for examining maintenance programs and operating procedures and improvements requiring additional investments.

15.3 Documents to be provided by the Contractor

15.3.1 **Operation Log Book**

The Contractor shall keep a permanent record of gate operation (logbook). This logbook shall be kept at the site and shall be presented on request to representatives or agents approved by the Employer.

Report of visits by persons other than those of the Employer and the Contractor to the Facility shall be kept at site.

The Contractor shall also indicate any significant modifications to the set-up characteristics of the installation, shut-downs, anomalies or incidents that have occurred with respect to operation.

15.3.2 Monthly Report

The monthly report shall include but not be limited to :

i. The operation details of gates

ii. All the problem areas in the facility,

iii. The status and progress of the training programs,

iv. Electricity consumed totally.

15.3.3 Annual Report of Operation

The Contractor shall provide the Employer by March 31 of the current year (n) with an annual report for the preceding year (n-1). This report shall include :

a. All technical statistics related to work operation as supplied by the operation;

b. A statement of works carried out during the preceding year(n-1).

16.0 FINANCIAL PROVISIONS

16.1 Method of Payment

The Employer will pay the Contractor for the O&M Price on a monthly basis subjected to his delivering the stipulated service. The payment for operation and maintenance shall be as per Price Bid & Breaku p of the O &M Bid Amount furnished by the Bidder vides APPENDIX F 3 of Financial Bid.

16.2 Invoicing

The Contractor shall prepare and submit to the Employer an invoice at the end of every month of O & M with all documents supporting its calculations for the preceding month. The invoice shall be submitted between 1st & 5th day of every month. The Employer shall have ten (10) calendar days from receipt of such invoice to notify in writing to the Contractor its acceptance thereof or the grounds for disputing such invoice. The Employer shall pay to the Contractor all accepted amounts.

17.0 Non Compliance of Employment of Key Personnel: For Non Compliance of Employment of Key Personnel identified as per schedule, liquidated damages will be imposed at double the rate of applicable scale of those personnel as per Government department.

18.0 Delay for Non-maintaining any Component of the work: Deductions for not maintaining any component of the work to the satisfaction of Engineer-in-Charge, shall be effected as decided by the Engineer-in-Charge.

19.0 TAXES, LICENSES, PERMITS AND FEES

These shall be as per General Conditions of Contract

20.0 TERMINATION OR FORE-CLOSURE OF CONTRACT

20.1 The department may terminate the contract in event of poor performance of the contractor after sufficient notice given and failure of the contractor to take corrective measures to improve the O&M condition to desired level by giving 15 days notice

20.2 The department reserves the right to fore close the contract before it's schedule period without assigning any reason by giving 30 days notice. The contractor shall have no claim for balance period and shall peacefully handover the project to department as instructed by Engineer-in-Charge.

20.3 Payment will be made after adjustment of any dues or penalty or Liquidated Damage as applicable arising out of the contract.

21.0 TRAINING

This shall be as per GCC.

22.0 O&M MANUAL

This shall be as per GCC.

23.0 HANDING OVER OF THE WORK:

The Barrage-cum-Bridge shall be handed over to the Engineer-in-Charge on completion of the stipulated O&M period in good and operative condition as per conditions of contract.

SECTION – VIII

VENDOR LIST

SECTION - VIII VENDOR LIST

A. LIST OF STANDARD MAKES OF EQUIPMENT / MATERIAL

SL. No.	Product	Name of Manufacturer
1.	**Welding Electrodes**	Advani Oerlikon, Indian Oxygen, ESAB, Modi Electrodes, M/s D H Welding Electrodes Pvt. Ltd.
2.	**Ordinary Portland Cement**	A.C.C, KONARK, ULTRATECH, AMBUJA, LAFARGE
3.	**HYSD Bars (TMT)**	SAIL , TATA & JINDAL
4.	**M.S. Plate / H.R. Coil**	Tata, SAIL, TISCO, Jindal conforming to IS 2062

B. LIST OF APPROVED MAKES OF MECHANICAL EQUIPMENTS & COMPONENTS

Sr. No.	Mechanical Equipment	Name of Manufacturer
1	Tools	TAPARIA ,RECORD LEADER,EVEREST, GEDOR,JHALANI,MEKASTER
2	Worm Reducers	PREMIUM,ELECON,SHANTI GEAR,NEW ALLENBURY
3	Gear Coupling	ALLFLEX,LOVE-JOY,FLEXOCON,ELECON
4	E M Brake	STERLING CONTROLS,SPEEDO CONTROL,ELECTROMAG,BCW

C. LIST OF APPROVED MAKES OF ELECTRICAL EQUIPMENTS & COMPONENTS

Sl. No.	Electrical Equipment	Name of Manufacturer
1.	Distribution Transformers	ALFA,TESLA,ODISHA TRANSFORMERS,SYNERGY TRANSFORMERS,UNITED ELECTRICAL,ODISHA INDUSTRIAL ENGINEERING PVT.LTD,BRITE TRANSFORMERS
2	LT Cables	CCI/NICCO,FINOLEX,AVOCAB TORRENT,GLOSTER,GEMS CAB POLYCAB
3	Flexible wire(FRLS)	FINOLEX,ANCHOR,HAVELLS,RR CABLE
4	Lighting fixture	PHILIPS,BAJAJ,CROMPTON,HAVEL LS
5	Electric Motors	SIEMENS,CROMPTON GREAVES,NGEF,KIRLOSKAR,GEC-ALSTHOM(MARATHON)

Vendors listed in the Technical Specification shall also be considered.

SECTION – IX

FINANCIAL BID
&
MILE STONES

SECTION – IX

FINANCIAL BID & MILE STONES

Sl. No.	Particulars	Page No.
1	Financial Bid	1-9
2	Appendix- FB	
3	Appendix-F	
4	Appendix –F1	
5	Appendix – F 2	
6	Appendix – F 3	
7	Appendix – MS	

FINANCIAL BID

1.0 General

Details of the Financial Bid has been described under Section IV clause-40. The work, excluding O&M, has been broadly divided into four components as given in APPENDIX F. The said components in terms of percentage of Bid amount of Item 1 of Appendix FB of Financial Bid is defined in Appendix-F. In case of any deviation/alterations/ change in Civil/ Electro-mechanical components (at Sl No. 02, 03 of Appendix-F) after approval of Detailed design and estimates, the competent authority shall have full powers to revise the percentage breakup of components keeping the contract price same as quoted by the bidder with sufficient technical reason for the same on record.

The percentage break up of Component as in Sl No. 2, 3 of Appendix-F to Stages is given in Appendix F-1 to F-2. The competent authority shall have powers to revise the percentage **breakup** of the stages within the components, if felt necessary, after approval of the design and drawing. The bidder may furnish further **breakup** of the stages into sub-components after signing of agreement, duly approved by the competent authority, keeping the percentages of stages intact, to facilitate payment. This break up to sub- components shall be finalized only after the finalization of design and approval of estimate. All payments shall be limited to the amount arrived on the basis of percentage of Bid value as specified in Appendix F-1 to F2.

2.0 Evaluation of Bid

Evaluation of Bid shall be carried out as per Clause 18 of Section II: Instruction to Bidder.

APPENDIX - FB

	Tender Inviting Authority- Chief Engineer & Basin Manager, Mahanadi Basin, Burla			
	Bid Identification No. – CE&BM-MB-10/2026-27			
	Construction of Barrage/weir/ In-stream storage structure including O&M			
	SCHEDULE OF WORKS (This BOQ template must not be modified/replaced by the bidder& the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter Bidder name & values only)			
Item. No.	**Description of item**	**Rate in figures to be enter by the Bidder**		**Amount Rs. P.**
		In figures Rs. P.	**In words**	
1.	"Construction of Samasingha In-Stream Storage Structure across river Bheden near village Samasingha in Kolabira Block, District Jharsuguda, Odisha on "EPC-Turnkey" basis including power connectivity system and operation and maintenance of complete commissioned project for five years or five Flood Seasons whichever is more after successful commissioning of the Project"			
	Total Bid Amount in figure			

APPENDIX – F

BREAK UP OF BID AMOUNT OF ITEM 1 OF FINACIAL BID IN APPENDIX FB INTO COMPONENTS

Sl. No.	PARTICULARS OF THE COMPONENT	PERCENTAGE OF BID AMOUNT
1	2	3
1.	After detail survey, investigation, foundation exploration for fixing alignment etc, as per relevant IS codes, IRC codes, MoRTH specification and circulars, issued by Department from time to time, planning and design of all components, Preparation of detail estimate as per Schedule of Rates of Odisha on the basis of approved design-drawing, arriving cost of different components by clubbing of items for record of measurement and basis of payment, getting approval from competent authorities. Processing of land acquisition, forest clearance and Right of Way, if required & getting approval from competent authorities. (a) After approval of GAD -1% will be released; (b) After approval of design, drawing in complete shape including Building drawings , land scape etc. and completion of Land acquisition & forest clearance - 01 % will be released.	*02%*
2.	All Civil works of Barrage/ ISS/ Weir complete in all respect including all types of dewatering as per approved design & drawing, technical specifications *relevant IS codes./ manuals etc.*	*63%*
3.	Electro-Mechanical work of Barrage/ ISS/ Weir complete in all respect as per approved design & drawing, technical specifications , *relevant IS codes/ manuals etc.*	*25%*
4	After successful commissioning of the project.	*05%*
5	O&M	*05%*
	Total	100%

APPENDIX – F 1

PAYMENT SCHEDULE FOR

All Civil works of ISS complete in all respect including all types of dewatering as per approved design & drawing, technical specifications *relevant IS codes./ manuals etc.*

Sl. No.	PARTICULARS OF THE COMPONENT	Percentage of Component Amount
1	2	3
1.	Completion of foundation/ floor with cutoff upto crest level, U/s Slope, D/S glacies etc. including the energy dissipation arrangement wearing coat in barrage bays / under sluices as per approved design-drawing, technical specifications , *relevant IS codes & CBIP manuals etc.* Running Bills will be paid as detailed below :- Amount of running Bill = Bill amount as per actual component of work executed based on detailed estimates by clubbing of items as approved by the competent authorities x "A" Where "A" is defined in the note below .	*18%*
2.	Completion of Pier, Pier Caps , Abutments , Return Wall, Divide walls fish ladder as per approved design-drawing, technical specifications, *as per relevant IS codes & CBIP manuals etc.* Running Bills will be paid as detailed below :- Amount of running Bill = Bill amount as per actual component of work executed based on detailed estimates by clubbing of items as approved by the competent authorities x "A" Where "A" is defined in the note below .	*10%*
3	Completion of flank wall & flared out wall/ suitable measures as laid down in IS 11130 as per approved design-drawing, technical specifications, *as per relevant IS codes & CBIP manuals etc.* Running Bills will be paid as detailed below :- Amount of running Bill = Bill amount as per actual component of work executed based on detailed estimates by clubbing of items as approved by the competent authorities x "A" Where "A" is defined in the note below .	*5%*
4	Completion of U/s & D/s protection works as per approved design-drawing, technical specifications, *relevant IS codes & CBIP manuals etc.* Running Bills will be paid as detailed below Amount of running Bill = Bill amount as per actual component of	*5%*

	work executed based on detailed estimates by clubbing of items as approved by the competent authorities x "A" Where "A" is defined in the note below .	
5	After completion of bridge superstructure including bearings, parapet, wearing coat, expansion joints etc. as per approved design-drawing, technical specifications, IS codes, IRC codes, MORTH Manual etc. Running Bills will be paid as detailed below :- Amount of running Bill = Bill amount as per actual component of work executed based on detailed estimates by clubbing of items as approved by the competent authorities x "A" Where "A" is defined in the note below .	*10%*
6	Completion of afflux bunds, guide bunds , approach embankment, approach roads, guide banks , D/s river embankments, river training works in main river and all upstream tributaries within the affected area of backwater , all ancillary works as per approved design-drawing, technical specifications, *as per relevant IS codes& CBIP manuals etc.* Running Bills will be paid as detailed below :- Amount of running Bill = Bill amount as per actual component of work executed based on detailed estimates by clubbing of items as approved by the competent authorities x "A" Where "A" is defined in the note below .	*12%*
7	Completion of Building (including control panel & Installation of DG set) as per approved design-drawing, technical specifications, *relevant IS codes & manuals etc.* Running Bills will be paid as detailed below :- Amount of running Bill = Bill amount as per actual component of work executed based on detailed estimates by clubbing of items as approved by the competent authorities x "A" Where "A" is defined in the note below .	*3*
	TOTAL	*63*

Note: "A"=0.93*(Agt. value for the component executed ÷ the approved estimate amount for the component executed)

1. The total amount deducted from each running bills out of "A" shall be released after successful completion of defect liability period.

2. In case of ambiguity between IS code & manual the provisions in the IS code shall prevail**.**

APPENDIX – F 2

PAYMENT SCHEDULE FOR

Electro-Mechanical work of ISS (Gates, stop logs & hoists including hoist bridge, gantry crane and lifting beam, embedded parts, Power connectivity including all structural works, cables for operation of hoist and lighting of the barrage area and bridge etc. complete in all respect as per the relevant Technical Specification and approved drawing) complete in all respect as per approved design & drawing, as per technical specifications , *as per relevant IS codes*

Sl. No.	PARTICULARS OF THE COMPONENT	Percentage of Component Amount
1	**2**	**3**
1.	After completion of Fabrication/manufacturing and supply of all structural components relating to gates & hoists at site, power connectivity as per approved design-drawing, technical specifications, IS codes, etc. Running Bills will be paid as detailed below :- Amount of running Bill = Bill amount as per actual component of work executed based on detailed estimates by clubbing of items as approved by the competent authorities x "A" Where "A" is defined in the note below	15%
2.	After completion of laying, fixing/erection, testing of all structural, mechanical components of gates, hoists, crane, stoplog etc. Power connectivity components as per approved design and drawing technical specifications, IS codes, etc. Amount of running Bill = Bill amount as per actual component of work executed based on detailed estimates by clubbing of items as approved by the competent authorities x "A" Where "A" is defined in the note below.	*10%*
	TOTAL	*25%*

Note: "A"=0.93*(Agt. value for the component executed ÷ the approved estimate amount for the component executed)

1. The total amount deducted from each running bills out of "A" shall be released after successful completion of defect liability period.

2. In case of ambiguity between IS code & manual the provisions in the IS code shall prevail**.**

APPENDIX – F 3

Year wise break up of Operation & maintenance of all components of the project for 5(five) years or five flood seasons whichever is more, after commissioning of the project		
Year	% of quoted amount	Amount in Rs. (To be filled up by the Engineer-in-Charge at the time of agreement)
1st	16.38 %	
2nd	18.02 %	
3rd	19.82 %	
4th	21.8 %	
5th	23.98 %	
Total	100%	

The total amount for O&M shall be 5% of the quoted amount by the bidder in Financial Bid. **The year wise O&M cost shall be derived by Engineer-in-Charge in upward incremental order @10% from 1st year to 5th year at the time of agreement as provided in Form-F 3.(The total derived cost for 5 year break up shall not exceed the 5% of the total amount quoted by bidder in sl.1 of FB)**

APPENDIX – F 4

List of ancillary work, if any (To be mentioned by the "TIA")

Sl No.	Ancillary work name	Remarks
1	Plantation at ISS site	
2	Lightening Facility at ISS site	
3	Paint/Color work at ISS	All Barrage components
4	One no of Vehicles (Bolero neo) to be provided for Incpection of ISS work	
5	Other Miscellaneous work	

APPENDIX – MS

MILESTONES			
MS No.	**Particular**	**Milestone to be achieved as physical % of respective item**	**Time in month for achieving milestone from the commencement of work**
MS 1.	Survey & Investigation, Planning, Design and estimate of the barrage-cum-bridge including processing of LA proposal and deployment of equipments.	100%	By end of -- month
MS 2.	Construction of all components of Barrage/ISS/ Weir	100%	By end of --- month
MS 3.	(a) Fabrication/manufacturing, supply and erection of all structural components relating to gates, hoists, hoist bridge, gantry crane etc including power connectivity and all ancillary works as per approved design-drawing, specifications.	100%	By end of --- month
	(b) Construction of approach roads, staff quarters including all ancillary works along with plantation by the side of banks & roads.	100%	
MS 4	Testing & Commissioning of the Barrage-cum-Bridge & all other components of the work.	100%	By end of ---- month
	Total		-----

Note: Milestone taken into consideration being completion period 30 months.