



**GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES**

e-Procurement No. e-B.N.I.D No.03/2026-27 (BNID-85) (SI No-06)

(FOR THE WORK)

**Renovation of Ripitipalli Sub-minor at tail end of Daha Irrigation Project for the
year 2026-27..**

**Superintending Engineer
Bhanjanagar Irrigation Division
Bhanjanagar**

e – Procurement No. e- BNID No.03/2026-27.

Renovation of Ripitipalli Sub-minor at tail end of Daha Irrigation Project for the year 2026-27.

This e-Procurement Bid Document contains 78 (seventy eight) sheets.

Superintending Engineer
Bhanjanagar Irrigation Division
Bhanjanagar

CONTENTS

<u>SECTION</u>	<u>ITEMS</u>	<u>PAGE NO.</u>
SECTION-1	DETAILED TENDER CALL NOTICE	03 - 19
SECTION-2	INFORMATION AND INSTRUCTION TO TENDERERS	20 – 43
SECTION-3	CONDITION OF CONTRACT	44 - 79

SECTION – 1

**DETAILED TENDER
CALL NOTICE**



**OFFICE OF THE SUPERINTENDING ENGINEER,
BHANJANAGAR IRRIGATION DIVISION, BHANJANAGAR.
Phone/Fax: 06821-291004, e-mail: bnjirrigation2010@gmail.com.**

INVITATION FOR BIDS (IFB)

E-procurement Notice No. e-BNID-03/2026-27, Dated 09.09.2026

1. The Superintending Engineer, Bhanjanagar Irrigation Division, Bhanjanagar on behalf of Hon'ble Governor of Odisha invites on-line percentage rate tender through e-procurement for execution of the following works. The bid should be submitted by eligible class of contractors through on-line in the Government website **www.tendersodisha.gov.in**. The bidders should have necessary portal enrolment with own digital signature certificate. The registered bidders outside of Odisha can also participate in this on-line tender process after necessary portal enrolment but shall have to subsequently undergo registration with the Odisha P.W.D before signing of the agreement.

TABLE

Sl No	Name of the work	Bid Id No.	Approx. Value of works (Rs. In lakhs)	EMD required (Rs.) (online)	Tender Cost (Rs.) (online)	Period of completion	Class of Contractor
1	2	3	4	5	6	7	8
1	Renovation of main canal with CD at RD 21300 m of Daha Right Distributary of Daha Irrigation Project for the year 2026-27.	BNID-80/26-27	8.14	8,200/-	4,000/-	02(two) Months	"D & C"
2	Renovation of Mudulipalli feeding channel of Daha Right Distributary of Daha Irrigation Project for the year 2026-27.	BNID-81/26-27	7.98	8,000/-	4,000/-	02(two) Months	"D & C"
3	Renovation of Kanteipalli feeding channel and Dubulunda feeding channel of Daha Right Distributary of Daha Irrigation Project for the year 2026-27.	BNID-82/26-27	8.23	8,300/-	4,000/-	02(two) Months	"D & C"
4	Renovation of main canal with CD at RD 30810 m and at RD 30630 m of Daha Right Distributary of Daha Irrigation Project for the year 2026-27.	BNID-83/26-27	8.06	8,100/-	4,000/-	02(two) Months	"D & C"
5	Renovation of Agajhola Sub-minor at tail end of Daha Irrigation Project for the year 2026-27.	BNID-84/26-27	7.01	7,100/-	4,000/-	02(two) Months	"D & C"
6	Renovation of Ripitipalli Sub-minor at tail end of Daha Irrigation Project for the year 2026-27.	BNID-85/26-27	14.08	14,100/-	6,000/-	02(two) Months	"D & C"
7	Renovation of Gurabadi minor at tail end of Daha Irrigation Project for the year 2026-27.	BNID-86/26-27	12.62	12,700/-	6,000/-	02(two) Months	"D & C"
8	Renovation of Daha Left Distributary in between RD 8040 m to RD 8580 m of Daha Irrigation Project for the year 2026-27.	BNID-87/26-27	16.89	16,900/-	6,000/-	02(two) Months	"D & C"

Sl No	Name of the work	Bid Id No.	Approx. Value of works (Rs. In lakhs)	EMD required (Rs.) (online)	Tender Cost (Rs.) (online)	Period of completion	Class of Contractor
9	Renovation of Chadhiapalli minor of Daha Left Distributary of Daha Irrigation Project for the year 2026-27.	BNID-88/26-27	8.43	8,500/-	4,000/-	02(two) Months	"D & C"
10	Construction of Protection wall near RD 3600 m on right bank of Daha Left Distributary of Daha Irrigation Project for the year 2026-27.	BNID-89/26-27	8.35	8,400/-	4,000/-	02(two) Months	"D & C"
11	Improvement to Service Road of Daha Right Distributary From RD 30000 m to 31500 m of Daha Irrigation Project for the year 2026-27..	BNID-90/26-27	8.46	8,500/-	4,000/-	02(two) Months	"D & C"
12	Improvement to Service Road of Daha Right Distributary from RD 4000 m to 8000 m of Daha Irrigation Project for the year 2026-27.	BNID-91/26-27	6.17	6,200/-	4,000/-	02(two) Months	"D & C"
13	Improvement to Service Road of Daha Left Distributary From RD 8200 m to 10600 m of Daha Irrigation Project for the year 2026-27.	BNID-92/26-27	7.07	7,100/-	4,000/-	02(two) Months	"D & C"
14	Provision for spurs and lunching apron to RFB of river Rushikulya near village Suramani for the year 2026-27.	BNID-93/26-27	42.37	42,400/-	6,000/-	04(four) Months	"B"
15	Restoration to LFB of river Rushikulya from village Nilakanthapur to Singipur for the year 2026-27..	BNID-94/26-27	42.38	42,400/-	6,000/-	04(four) Months	"B"
16	Restoration to LFB of river Rushikulya near village Palakatu for the year 2026-27.	BNID-95/26-27	49.94	50,000/-	6,000/-	04(four) Months	"B"
17	Repair and improvement of Dam gallery front and sides of maintenance room of Baghua Dam of Baghua Irrigation Project for the year 2026-27.	BNID-96/26-27	8.69	8,700/-	4,000/-	02(two) Months	"D & C"
18	Improvement and CC lining of Ghodapalan Sub-minor from RD 1400 mtr to 1460 mtr of Left Distributary of Baghua Irrigation Project for the year 2026-27.	BNID-97/26-27	5.77	5,800/-	4,000/-	02(two) Months	"D & C"
19	Repair and Improvement of Down Stream of Spillway of Baghua Dam of Baghua Irrigation Project for the year 2026-27.	BNID-98/26-27	6.90	6,900/-	4,000/-	02(two) Months	"D & C"
20	Repair and improvement of culvert and outlet at RD 23000 m of Left Distributary of Baghua Irrigation Project for the year 2026-27.	BNID-99/26-27	6.57	6,600/-	4,000/-	02(two) Months	"D & C"
21	Repair and Improvement of Feeder Channel from RD 350 m to 450 m of Baghua Irrigation Project for the year 2026-27.	BNID-100/26-27	5.54	5,600/-	4,000/-	02(two) Months	"D & C"

Sl No	Name of the work	Bid Id No.	Approx. Value of works (Rs. In lakhs)	EMD required (Rs.) (online)	Tender Cost (Rs.) (online)	Period of completion	Class of Contractor
22	Renovation of Ramachandrapur sub-minor between RD 00 mtr to 300 mtr of Left Distributary of Baghua Irrigation Project for the year 2026-27.	BNID-101/26-27	7.28	7,300/-	4,000/-	02(two) Months	"D & C"
23	Improvement of Left Distributary near RD 20.40 Km of Baghua Irrigation Project for the Year 2026-27.	BNID-102/26-27	5.17	5,200/-	4,000/-	02(two) Months	"D & C"
24	Improvement and C.C. lining of Deulapedhi Sub- minor and Sunari Buguda Sub-minor of Baghua Irrigation Project for the year 2026-27.	BNID-103/26-27	5.81	5,900/-	4,000/-	02(two) Months	"D & C"
25	Renovation of watchman shed at Baghua Diversion Weir for the year 2026-27.	BNID-104/26-27	8.62	8,700/-	4,000/-	02(two) Months	"D & C"
26	Construction of drainage sluice and bathing step and toe drain on LFB of river Rushikulya near Khambeswari Patna, Aska for the year 2026-27.	BNID-105/26-27	18.64	18,700/-	6,000/-	02(two) Months	"D & C"
27	Improvement & Cement Concrete Lining to 21L Adipur Sub-Minor from RD 3650 m to 3770 m off taking from RD 11.850 Km of Baghua Right Branch Canal of Baghua Irrigation Project for the year 2026-27.	BNID-106/26-27	5.52	5,600/-	4,000/-	02(two) Months	"D & C"
28	Improvement & Cement Concrete Lining to 45L from RD 1440 m to 1550 m off -taking from RD 21.735 Km of Baghua Right Distributary of Baghua Irrigation Project for the year 2026-27..	BNID-107/26-27	5.40	5,400/-	4,000/-	02(two) Months	"D & C"
29	Improvement & Cement Concrete Lining to 24L Buguda Minor from RD 4030 m to 4080 m off-taking RD 13000 m of Baghua Right Branch Canal of Baghua Irrigation Project for the year 2026-27.	BNID-108/26-27	5.43	5,500/-	4,000/-	02(two) Months	"D & C"
30	Renovation and Construction of Toe wall in between RD 3.50 Km to 4.50 Km of Kendubadi Minor of Baghua Irrigation Project for the year 2026-27.	BNID-109/26-27	5.17	5,200/-	4,000/-	02(two) Months	"D & C"
31	Improvement to service road on RFB of river Badanadi from Aska Bus Stand to Revenue IB, Aska for the year 2026-27.	BNID-110/26-27	29.35	29,400/-	6,000/-	02(two) Months	"C & B"

2. The Bidder shall transfer online the Earnest Money Deposit/Bid Security of the amount specified for the work in the Column-5 of above table as part of its bid through a process as mentioned under DTCN.
3. The Bidder shall transfer online the cost of bid document specified for the work in the Column-6 of above table through a process as mentioned under DTCN.

4. Bid document consisting of qualification, information and eligibility criteria of bidders, plans and specification and schedule of quantities of the works are available in website www.tendersorissa.gov.in and the set of terms and conditions of contract and other necessary documents can be seen in the website till last date of online bidding for the works.
5. Bidders registered in the e-Procurement portal www.tendersorissa.gov.in can participate in the on-line bidding for any one or all of the works mentioned in Col.2 of the table. The online bidding for the works shall start from **18.09.2026 at 10.00 A.M to 28.09.2026 at 5.00 P.M.**
6. The bids for the work for a qualified Bidder shall remain open for acceptance for a period of 90 days from last date of receipt of bids. If any Bidder/Tenderer withdraw his Bid / tender before the said period or makes any modification in the terms and condition of the bid, the Earnest Money Deposit (EMD) deposited at the time of submission of tender shall stand forfeited.
7. Bids must be accompanied with scanned copies of **Valid Registered License of Contractor, GSTIN Registration Number, PAN Card, E.M.D & Affidavit** failing which the bid will be rejected. Bidders registered as “Engineer Contractors” for participating in bid shall have to upload an Affidavit for not having availed this facility in three works during the year **2026-27**. In such case, the successful Engineer Contractor has to produce the original Registration Certificate for award of the work, at the time of verification of documents. Bidders registered as **S.C & S.T Contractors** desiring to avail concession(s) / price preference as per prevailing rules should apply for the same in writing in shape of Affidavit and upload necessary document and affidavit in support of their claim along with their bid, failing which their case will not be considered for availing concessions/price preference as per the above rule. No claim in this regard after opening of the bid will be entertained. **The Bidder should mention his/her present Postal Address, e-Mail ID and Mobile Number in the Affidavit submitted along with the tender.**
8. In pursuance to the Government of Odisha Works Department office Memorandum No-173 dt.03.01.2026 **Additional Performance Security(APS)** shall be obtained from the bidder when the bid amount is less than the estimated cost put to tender. In such event, Additional Performance Security(APS) shall be taken on an incremental basis from the selected bidder for low bid prices in the project works as under:
 - I. **Where the bid price is below 0% but not below 10% of the project cost put to bid,** no additional performance guarantee/security percentage is required.
 - II. **Where the bid price is below 10% but not below 20% of the project cost put to bid,** the additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at is required 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price.
 - III. **Where the bid price is below 20% or more below of the project cost put to bid,** the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the

bid price and this and this additional performance guarantee percentage shall be applied on the bid price.

- IV. The additional performance guarantee percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.
- V. The additional performance security shall be treated as part of the performance security.
- VI. Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and recommended to the competent authority of the Administrative Department for the approval of the Additional Performance Security(APS).

An abnormally low bid is one in which the Bid Price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Procuring Entity may, in such cases, seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities and any other requirements of the bid document. If, after evaluating the price analyses its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/Proposal. However, it would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered as an abnormally low bid.

As per Office Memorandum No 4909 dated 12.03.2026 of Works Department (Amendment to Para-3.5.19 (a) (b) of the OPWD Code, Volume-I), Security for the due fulfillment of a contract should invariably be taken. The security may be taken in shape of N.S.C / Post office Saving bank Account / Post Office Time Deposit Account / Kisan Vikas Patra / Bank Guarantee in favour of Superintending Engineer, Bhanjanagar Irrigation Division, Bhanjanagar Dist-Ganjam from any Nationalized Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar/e-Bank Guarantee executed on the National e-Governance Services Limited (NeSL) Digital Document Execution Portal / Insurance Surety Bond issued by an Insurance Company authorized by the Insurance Regulatory and Development Authority India (IRDAI). Such instruments shall be accepted towards Earnest Money Deposit (EMD), Initial Security Deposit /any other security deposit from the contractor or supplier within 07 days from the date of issue of Letter of Acceptance (LoA) by the Divisional Officer (By e-mail) to the successful bidder, otherwise his/her bid shall be cancelled & he/she will be suspended for the time specified in the tender document. Further, proceeding for blacklisting shall be initiated against the bidder. If the APS is submitted in shape of Bank Guarantee by the bidder, then the validity of the Bank Guarantee should be for a minimum period equal to the period allowed for completion of the work.

- 9. The Bidders shall have to upload an Affidavit in support of authenticity of documents (**individually/separately for each work**), valid license, Pan Card, GSTIN Registration Number with the Bid, failing which the Bid will be rejected. The Authority reserves all the right to verify the Authenticity of documents in case of doubt or complain.
- 10. The Bidder can download the tender of his choice and save it in his system to undertake necessary preparatory work off-line and upload the completed tender at his convenience before the closing date

and time of submission. Resubmission of Bid by the Bidders for any number of times before the final date and time of submission is allowed.

11. The Bids will be opened by on-line system on **29.09.2026 at 10.00 A.M.**, in the presence of the bidders who wish to attend. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened subsequently on the next working day at the same time and venue.
12. **The Govt. of Odisha Works Dept. the following clarifications are issued on Works Department OM No.173 dtd. 03.01.2026 vide Office Memorandum No.632 dt.09.01.2026.**
 - a. 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 S.E/E.E of the concerned Division and Divisional Accounts Officer (DAO) will remain present. **If situation arises, the date and time of lottery will be intimated to the eligible bidders through their E-mail ID later on.**
 - b. If the rate quoted by the SC and ST Category Contractors comes to the rate quoted by the L₁ bidder (decimal up to two numbers will be taken for all practical purposes), after availing 10% price preference as per Para 2 of Works Department Resolution No.27748 dated: 11.10.1977, the tender shall be finalized by the tender accepting authority through a transparent lottery system along with other categories of contractors.
13. No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the state Government is allowed to work as a contractor for a period of two years after his retirement from Government Service, without Government permission.
14. The Bidder or his authorized Agent may contact the Superintending Engineer, Bhanjanagar Irrigation Division, Bhanjanagar or his authorized officer from **18.09.2026 at 10.00 A.M to 28.09.2026 at 5.00 P.M** during office hour for further clarification regarding the tendering process.
15. Other details can be seen in the bidding documents, which is available in web-site www.tendersorissa.gov.in
16. As per Office Memorandum No.16 dt.01.01.2015 of Work Department, Government of Odisha, when in response to a notice calling for tenders, only a single tender is received in the first time, the tender will be cancelled without opening of the bid and fresh tender will be invited publicly. If single tender is received, even after retendering, then the approval of the next higher authority shall be obtained, if the tender is in order and acceptable. As settled by the Hon'ble Odisha High Court in their Judgment passed on 09.05.2017 in WP(C) No.22315 of 2016 in case of M/S Debabrata Samal-Vrs-State of Odisha, the works department O.M No-16 dt.01.01.2015 implies that single received in the first call shall be cancelled without opening of bid and in case when more than one tender have been received in the first call and only a single tender is found to be responsive, the same is also liable to be cancelled due to lack of competitive price bidding.
17. **Authority reserves the right to reject any or all the tenders without assigning any reasons thereof.**

**Superintending Engineer
Bhanjanagar Irrigation Division
Bhanjanagar**

**Office of the Superintending Engineer,
Bhanjanagar Irrigation Division, Bhanjanagar**

DETAILED TENDER CALL NOTICE

DTCN
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1. The Superintending Engineer, Bhanjanagar Irrigation Division, Bhanjanagar invites on-line tender for the work **“Renovation of Ripitipalli Sub-minor at tail end of Daha Irrigation Project for the year 2026-27.”** through website in the prescribed form to be eventually drawn in P.W.D Form No.P₁ from the Registered contractor of **“ D & C ” class only** under Water Resources, Works and other Departments of Govt. of Odisha C.P.W.D, Railway or military Engineering Services, Air and Naval or other State Government, Government of India, Central Government undertakings are also eligible to tender for the work. This invitation for Bids is open to eligible Bidders and to Bidders who are registered in the portal. Successful Bidders registered under other state Government/CPWD/MES/ Railway, Air & Naval has to register under State PWD before signing of the Agreement.
2. The bidders intending to participate in tendering process for execution of work should go through the on-line system vide Office Memorandum file no-07556900012016-17254 dt.05.12.2017 of Works Department, Government of Odisha. **(ANNEXURE-I)**
3. The bidders are to bear all costs associated with preparation and submission of Bids. Bids can be made through e-Procurement portal. The cost of Bid documents is **Rs.6,000/-**. The document to be furnished by the Bidder as per online www.tendersorissa.gov.in compliance to the requirement as per DTCN. The Bidders shall prepare the documents and up load the scanned document to the portal in appropriate place. The Bidders who participated in the online bidding can witness opening of the bid from any system logging on to the portal away from opening place. The Bids can only be opened by the pre-designated officials only after the opening time mentioned in the bid.
4. The value of the work tendered for is **Rs.14.08 Lakh**
5. Bids are to be submitted online. www.tendersorissa.gov.in
6. No Bidder will be permitted to furnish his Bid in his own manuscript.
7. **Cost of Earnest Money Deposit (EMD) on submission of Bids-** The bidder shall Furnish bid security (Earnest Money Deposit) @1% of the amount put to tender i.e **Rs.14,100/-** through on-line system as per codal provision. Office memorandum vide Ir No-17254 dt.05.12.2017 of Works Department. Government of Odisha at designated by any nationalized banks, participating in **Electronic Receipt, Accounting and Reporting of Earnest Money Deposit on submission of Bids**, nominated as Focal Point Branch called e-FPB, who is authorized to collate and collect all e-Receipts
8. Bidders registered as “Engineer Contractors” desirous to avail exemption of E.M.D for participating in bid shall have to upload an Affidavit for not having availed this facility in three works during this financial year 2026-27 and produce the original Affidavit and Registration Certificate at the time of verification for recording the fact of availing exemption of E.M.D for participating in bid, failing which the bid will be rejected.

9. The system shall reject submission of any bid through portal after closure of the receipt time. For all purpose the portal time displayed in the system shall be the time to be followed by the Bidder.
10. If a Bidder submits more than one bid for a particular work through e- Procurement portal, the system shall consider only the last bid submitted through portal.
11. During submission of Bids through the e-Procurement Portal, the bidder shall only submit single copy of the document. He is required to check the documents uploaded with the requirement asked for in the bid. Only after satisfying that all the documents have been uploaded, he should activate submit button. His bids shall not be considered responsive and action as per relevant clause shall be taken if he does not provide the required documents or provided illegible document. Clarity of the documents may be ensured by taking out a sample printing. The bidders are only required to write the name of the work and bid identification no.
12. The bidder can seek clarification on the bids as per mentioned date to the deadline for submission of bids from the **TIA (Tender Inviting Authority)**.
13. All charges towards quality control test will be borne by the Bidder.
14. The work is to be completed in all respect within Calendar months as specified in column-07 of table of e-Procurement Notice from the date of issue of work order.
15. All bids received will remain valid for 3 months from the date of submission of bids and validity of bids can also be extended if agreed to the bidder and the Department.
16. Bidder whose bid is accepted must submit a work programme immediately before drawl of Agreement, for approval of Engineer-in-charge.
17. The date of commencement of the work shall be as notified in work order.
18. The Plans items with specifications and scope for the work can be seen from the Govt. website during the sale and receipt of tender.
19. The bidder shall carefully study the tentative drawing and specification applicable to the contract and documents which will form as part of the agreement to be entered into by the accepted bidders. The detailed standard specifications for Odisha and other said relevant specification and drawings are available for sale. Complain at a future date that plans and specifications have not been seen by the bidders will not be entertained.
20. Every bidder is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and locality of the work and satisfy himself about the quality and availability of materials including the medical aids, labour and food stuff etc. In every case the materials must comply with the relevant specifications. The Bidder will be deemed to have satisfied himself that the Percentage Rates quoted by him in the bid will be adequate to complete the work according to the specifications and conditions attached to and that he has taken into account all conditions, difficulties that may be encountered during its progress and to have quoted labour rates and materials, with all taxes and other duties, including GST, leads, lifts, delfts, loading and unloading and freight charge for materials and all other charges as required for the completion of the work to the entire satisfaction of the Engineer-in-charge of the work and his authorized subordinates. Complaints at future date that the availability of materials, labour or any other factor have been misjudged cannot be entertained .It should be understood

clearly that no claim whatsoever will be entertained thereafter on the plea of non availability of proper quantity and quality of materials including food stuff or for any other.

21. Each tenderer must quote a definite percentage excess or less up to **two decimal** of the amount of work which will be included in the contract. Tenders containing indefinite terms such as estimated rates or schedules of rates will not be considered. During submission of Bids through the e-Procurement Portal, an intelligent Bill of Quantity in Microsoft Excel format shall be made available to the Bidder. The Bidder shall fill percentage excess or less of the tender amount and should not leave any cell blank. The line item total in words and the total amount shall be calculated by the system and shall be visible to the Bidder.

22. Sample of stone metal and chips etc to be used are to be collected and deposited quoting the name of approved quarry under dated initial of the bidder and AE/AEE in charge in the office of the **Superintending Engineer, Quality Assurance Division, Berhampur**, before procurement for testing and acceptance. The conveyance along with all testing charges will be born by the contractor.

23. All rates should be for finished items of work unless otherwise mentioned in the tender schedule.

24. The percentage rates should be written both in words and figures in decimal coinage and the units in words. In case of discrepancy in rates between words and figures the rates written in words will prevail. The tender should also show the grand total of the whole tender.

25. During submission of Bids through the e-Procurement Portal, the bidder can submit the scanned copy of the documents in the designated locations of the Bid. Submission of document shall be effected by using DSC of appropriate class and thus shall be in encrypted form.

26. The bids containing extraneous condition not covered by the tender call notice are liable for rejection and quotations should be strictly in accordance with the tender call notice, any change in the wording will not be accepted. All the prescribed forms must be filled up in the proper order. Incomplete tender shall be summarily rejected.

27. During the submission of Bids through the e-procurement Portal, it is allowed to modify the bid. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or notification of internet or traffic jam. If the bidder fails to submit his modified bids within the designated time of receipt, the bids already in the system shall be taken for evaluation. During submission of Bids through the e-Procurement Portal, withdrawal of bid is allowed. The bidder has to click on the “withdraw” button and record the necessary justification for the same in the space provided. In addition to this, he has to write a letter addressed to the Officer inviting the bid and upload the scanned document to portal in respective bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.

28. Items of work not covered by the bid shall be paid at the current schedule of rates of the state excluding GST and those not covered by the said schedule rates will be paid, on actual analysis approved by the competent authorities.

29. On no account the contract work should be sublet to any body without the prior approval of the competent authority of the Department. In such an event the contract may be rescinded with penalty as will be deemed proper as per decision of the competent authority.

30. Letters etc, raising and lowering the rates or dealing with any point in connection with the tender will not be considered.
31. Schedule of quantity accompanies with tender:- It shall be definitely understood that the Government does not accept any responsibility for the correctness and completeness of this schedule and this schedule is liable for alternations or omissions, deductions or additions as set forth in the condition of contract and such omission, deductions additions or alternations shall in no way invalidate the contract and no extra monetary compensation will be entertained.
32. The authority reserves the right to make such increase or decrease in the quantity of items of works mentioned in the schedule attached to the bid may be considered necessary for the satisfactory completion of the contract work. All such increase or decrease shall in no way invalidate the contract rates. The contractor shall not be entitled for any compensation on this account, except extension of time where considered necessary.
33. All taxes, fees, royalty, cess payable under the local rule, Income tax, Entry tax etc. will be borne by the contractor. The GST will be paid extra as applicable.
34. The Earnest Money Deposited will be retained in the Government Account of successful bidder and will be dealt with as per the terms and conditions of the O.P.W.D code and will not carry any interest. The earnest money of the bidder will be refunded on application through banking system from the TIA after the bid is finally accepted.
35. The Department reserves the right of authority to reject any or all tenders received without assigning any reason whatsoever.
36. That for the purpose of jurisdiction in the event of any dispute if any the contract would be deemed to have been entered in to within the State of Odisha and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any place out side the state of Odisha.
37. The bidder whose bid is selected for acceptance and who has no fixed deposit with the Govt of Odisha, shall within a period of 07(seven) day upon intimation being given to him of acceptance of his bid make an initial security deposit in shape of NSC/postal time Deposit/ Pass Book/ Kisan Vikas Patra/ as applicable at that time shall be 2% of the value of the tendered amount for sign of P₁ Agreement(Schedule XLV No.61) of the P.W.D Form, for the fulfillment of the contract in the office of the **Superintending Engineer, Bhanjanagar Irrigation Division, Bhanjanagar**. During submission of Bids through the e-Procurement Portal, the system shall generate the award of Contract letter and intimate the bidders in his e-mail The security deposit and the amount with held according to the provision of P₁ agreement shall be retained as security for the due fulfillment of this contract. Failure to enter in to the required agreement and to deposit the security as above shall entail forfeiture of the earnest money. No tender shall be finally accepted until the required amount of security money is deposited. The written agreement to be entered in to between the contractor and the Govt. shall be the foundation of the rights of both the contractor and the Govt. and the contract shall be deemed to be incomplete until the agreement has first been signed by the bidder and then by the proper officer authorized to enter into the contract on behalf of the Govt. The security will be refunded to the account

of the bidder through on-line system, one year after completion of the work and payment of the final bill and will not carry any interest, as per codal procedure.

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

39. The Bidder shall be liable to fully indemnify the department of any compensation under workmen compensation Act VIII of 1993 on account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.

40. Bidders are required to abide by the fair wages clause as introduced by Govt, of Odisha and will not pay less than the fair wages fixed by Government, to the labourers engaged by him for the work.

41. In case of any complaint by the labourers working about the non payment of his wages as per latest minimum wages Act, the Superintending Engineer will have the right to investigate and if the contractor is found to be in default, he may recover such amount from the contractor's dues and pay such amount to the labourer directly under intimation to the local labour officer to the govt. The decision of the Superintending Engineer is final and binding on the Bidder.

42. The Bidder will have to submit to the **Superintending Engineer, Bhanjanagar Irrigation Division, Bhanjanagar** monthly return of labourer both skilled and unskilled employed by him on the work.

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

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

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

46. The bidders shall have to abide by the C.P.W.D safety code rules introduced by the Govt. of India, Ministry of works Housing and supply in their standing order no.44150 dt.25.1.1957. Which can be seen in the office of the **Superintending Engineer, Bhanjanagar Irrigation Division, Bhanjanagar undersigned** on working day, during office hours.

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

(a) Rent, Royalties and other charges of materials, entry tax all other taxes including GST(as applicable), ferry tolls, conveyance charges and other cost on account of land and building & temporary electric connection to worksite as well as construction of coffer dam. construction of service road diversion road and its maintenance till completion of work required by the bidder for collection of materials, storage, housing of staff or other purpose of the work. No bidder will however be liable to pay for temporary occupation of land owned by Govt. at the site of the work.

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

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

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

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

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

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

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

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

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

50. If any further necessary information is required, **Superintending Engineer, Bhanjanagar Irrigation Division, Bhanjanagar** will furnish such, but it must be clearly understood that the tender must be received in order and according to instruction.

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

52. No Relation Certificate

The bidder shall have to furnish a certificate along with the bid to the effect that he is not related to any officer in the rank of an Asst. Engineer and above in the state P. W.D, or Asst. Secy. and above in the W.R. Department. If the fact subsequently proved to be false the contract will be rescinded. The Earnest Money and the total Security will be forfeited and shall be liable to make good the loss of damage resulting from such cancellation. The proforma for no relation certificate is contained in a separate sheet of D.T.C.N in **Annexure-‘G’**

53. The bidder shall sign as a token of final acceptance of the plans, sections and agreements for the work prior to taking up the work for execution.

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

55. The Bidder should arrange necessary tools and plants such as pumps, Road Rollers etc, required for the efficient-execution work at his own cost. The running charges of such plant and cost of consumables and conveyance are to be borne by the bidder.

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

57. under no circumstance, Interest chargeable for the dues to any additional dues, if any payable for the work.

58. Conditional tenders will not be taken into consideration.

59. The EMD will be forfeited if the bidder backs out from offer before acceptance of the bid by the competent authority as concurred in by law Department & Finance Department in their UOR No.848/L 31.05.1997 & UOR No.202/WFD Dt.06.03.1998 respectively. (Works Department Memo No.101/ Clt.30.03.1998) also the EMD will be forfeited if the bidder fails to sign the agreement after acceptance and not willing to deposit the required ISD and Additional Performance Security(APS) within 07(seven) days from the date of issue of letter from the O/o TIA and action will be taken as per codal provision.

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

hindrance caused to the progress of work. The contractor should provide at his own cost adequate protection measures to the completed works at the end of working season or work in progress against the probable flood during monsoon till completion and handling over of the entire work.

61. Dewatering from the foundation for bridges, culverts, building worksites etc and watering for consolidation in roads embankments when and where necessary during execution will have to be done by the contractor and no extra payment will be made on that account. The term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation water.

62. Required amount of the gross amount of the bill be deducted from the contractors bill towards income tax & as amended from time to time.

63. (a) The rates quoted by the contractor shall be deemed to be exclusive of GST all the materials that he will have to purchase for performance of this contract. The GST will be refunded as applicable.

(b) The rates quoted by the contractor in the tender for works shall exclude GST that may be refunded as applicable according to the Laws and Regulations as applicable from time to time and as amended from time to time.

(c) GST on works contract will be deducted @ 2% (as applicable) from the bill and credited to Govt. account.

64. The contractors are required to pay the Royalty to Govt. as fixed from time to time and produce such authenticated documents in support of their payment as royalty along with their bills. Failing which the amount of royalties of different materials as utilized by them in the work will be recovered from their bills.

65. Providing facilities to the Engineer Contractor:

Exemption of EMD to the Engineer contractor will be allowed for a maximum of three works in a financial year and the fact to attending a work with exemption of EMD should be entered in the original Registration Certificate of the Engineer Contractor. [F.D & LAW Department UOR No.334 WE dt.05.06.98 & No.449 L dt.25.03.2000 respectively

66. On no account of the contracted work should be sublet to any body without the prior approval of the tender accepting authority of the Department. In such an event the contract may be rescinded with penalty as will be deemed proper by the competent authority.

67. Miscellaneous:

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

(b) Otherwise specified Shuttering and centering shall be made with seasoned sal wood planks the inside of which shall be lined with suitable sheeting and make leak proof and water tight or alternatively steel shuttering and centering may be used.

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

69. The bidder shall have to submit an affidavit about authentication of tender documents, while submitting tender.

70. As per Office Memorandum No.16 dt.01.01.2015 of Work Department, Govt. of Odisha, when in response to a notice calling for tenders, only a single tender is received in the first time, the tender will

be cancelled without opening of the bid and fresh tender will be invited publicly. If single tender is received, ever after retendering, then the approval of the next higher authority shall be obtained, if the tender is in order and acceptable.

71. Bidders desirous to avail exemption / relaxation of E.M.D as per prevailing rules should upload copies of necessary document and affidavit in support of their claim along with their bid Bidders registered as **“Engineer Contractor”** desirous to avail exemption of E.M.D for participating in bid shall have to upload an affidavit for not having availed this facility in three works during the current financial year. In such case, the successful Engineer Contractor has to produce the original Registration Certificate for recording the fact of availing exemption of E.M.D for award of the work. **Bidders registered as SC & ST Contractor**, desiring to avail concession(s)/ price preference as per prevailing rules should apply for the same in writing in shape of Affidavit and upload necessary document and affidavit in support of their claim along with their bid, failing which their case may not be considered for availing price preference as per the rule. No claim in this regard after opening of the bid will be entertained.

72. The successful Bidder should have to submit the following Original documents after receive letter of acceptance for sign for Agreement within 07(seven) days, otherwise his Bid will be rejected.

- 1. Original Affidavit regarding authenticity of documents.**
 - (a) Original validity contracting license.**
 - (b) Original GSTIN Registration Certificate.**
 - (c) Original license for Engineer Contractor for Exemption of EMD.**
 - (d) Price Preference Certificate in case of SC / ST license holder contractor.**
 - (e) Original Certificate for Physical Handicraft for Exemption of EMD(Issued by Competent Authority)**

SECTION – 2

**INFORMATION AND
INSTRUCTION TO TENDERERS (IIT)**

SECTION-2

1. Preparation of Bid Documents

The intending bidder shall submit the bid duly filled in and signed in on-line through Government website. The forms attached with the documents are to be filled in completely. All the information is called for should be furnished.

2. Method of submission of Bid Documents

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

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

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

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

2.5 If the intending bidder is a limited company or Corporation, it shall be signed by a duly authorized person holding the power of attorney in which case certified copy of power of attorney shall accompany.

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

2.7 The agency will install display board mentioning information about the work at worksite after drawl of the agreement at his own cost.

3. Opening of Bid Documents.

The bids will be opened on **29.09.2026 at 10.00 A.M at O/o the Superintending Engineer, Bhanjanagar Irrigation Division, Bhanjanagar**, in the presence of bidders or their authorized representative, who wish to be present.

4. Final Decision making authority

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

5. Further Clarification

The **Superintending Engineer, Bhanjanagar Irrigation Division, Bhanjanagar may/ his authorized officer** be contacted during office hours on any working days for any further clarification.

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

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

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

**Government of Orissa
Works Department
Office Memorandum**

File No.07556900042013(Pt-II) 7885/ W, Dated 23.07.2013.

Sub: Codal Provisions regarding e-Procurement

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

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

Superintending Instructions regarding calling for and acceptance of tenders in e-Procurement

1. This office memorandum consists of the procedural requirement of e-procurement and shall be made part of the Detailed Tender Call Notice or Instruction to Bidder for all “works” tenders hoisted in the portal.
2. The e-procurement portal of Government of Odisha is ‘<https://tendersodisha.gov.in>’.
3. Use of valid Digital Signature Certificate of appropriate class (Class II or class III) issued from registered certifying authorities (CA) as stipulated by Controller of Certifying Authorities (CCA) Government of India such as n-Code. Sify. TCS, MTNL. E-Mudhra is mandatory for all users.
4. The DSC issued to the Department users is valid for the period of two years only. All the Department users are responsible to revalidate their DSC prior to expiry.
5. For all purpose the server time displayed in the e-Procurement portal shall be the time to be followed by all the users.
6. Government after careful consideration have decided to hoist all tenders costing 5.00 lakh or above in the e-Procurement portal. This will be applicable across all Engineering Departments such as Works Department, Department of Water Resources. Rural Development and Housing & Urban Development Department Government of Odisha also welcomes hoisting of tenders by any other departments, authority, corporations, local bodies etc. of the State with prior approval from Works Department Works Department is the Nodal Department for the implementation of e-Procurement in the State.
7. The e-procurement shall be operated compliant to relevant provisions of DGFR/ OPWD Code/ Accounts Code/ Government statues including, any amendments brought from time to time to suit to the requirement of the best national practice.
8. Registration in the e-procurement portal is without levy of any charges but Government reserves the right to levy any charges for such value added services in future.
9. Contractor not registered with Government of Odisha can participate in the e-Procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State.

10. For the role management “Department” is the Administrative Department, Organization or wing is the Chief Engineer or highest tender accepting authority or equivalent officer, Division is the Superintending Engineer or equivalent Officer and Subdivision is the Assistant Engineer or equivalent officer.
11. The e-Procurement software assigns roles for operation of the module for specific function. The terminologies used in the portal and their respective functions in the software are as follows.
 - 11.1 Application Administrator (NIC & State Procurement Cell)
 - (i) Master Management
 - (ii) Nodal Officer Creation
 - (iii) Report Generation
 - (iv) Transfer of Officer’s login ID
 - (v) Blocking & unblocking of officers and bidder’s login ID
 - 11.2 Nodal Officer (At organization level not below the Superintending Engineer or equivalent rank).
 - (i) Creation of Users
 - (ii) Role Assignment
 - (iii) Report Generation
 - (iv) Transfer of Officer’s login ID
 - (v) Blocking & unblocking of officer’s Login ID
 - 11.3 Procurement Officer-Publisher (Officer having tender inviting power of at any level)
 - (i) Publishing of Tender
 - (ii) Publishing of Corrigendum / addendum/ cancellation of Tender
 - (iii) Bid Clarification
 - (iv) Uploading of Pre-Bid minutes.
 - (v) Report generation.
 - 11.4 Procurement Officer- Administrator (Generally sub-ordinate officer to Officer Inviting Tender)
 - (i) Creation of Tender
 - (ii) Creation of Corrigendum/ addendum/ cancellation of Tender
 - (iii) Report generation.
 - 11.5 Procurement Officer Opener (Generally sub-ordinate officer to Officer Inviting Tender)
 - (i) Opening of Bid
 - 11.6 Procurement Officer Evaluator (Generally Sub-Ordinate Officer to Officer Inviting Tender)
 - (i) Evaluating Bid
 - 11.7 Procurement Officer-Auditor (Procurement Officer Publisher and /or Accounts Officer / Finance Officer)
12. **NOTICE INVITING BID (NIB) or INVITATION FOR BID (IFB)**
 - 12.1 The Notice inviting Bids (NIB) and Bid documents etc., shall be in the Standard formats as applicable to conventional Bids and will be finalized / approved by the officers competent as in the case of conventional Bids.
 - 12.2 The officers competent to publish NIB in case of conventional Bids will host the NIB in portal, Simultaneously, a notification should also be published in the newspapers, as per existing rules preferably, in the following format, to effect economy.

Government of Odisha “e” procurement Notice

Bid Identification No. _____

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

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

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

13. ISSUE OF ADDENDA/ CORRIGENDA/ CANCELLATION NOTICE:

- 13.1 The Procurement Officer Publisher (Officer Inviting Tender) shall publish any addendum/ corrigendum/ cancellation of tender in the website <https://tendersodisha.gov.in>, notice board and through paper publication and such notice shall form part of the bidding documents.
- 13.2 The system generates a mail to those bidders who have already uploaded their tenders and those bidders if they wish can modify their tenders. The bidders are required to watch the website till last date and time of bid submission for any addendum/ corrigendum/ cancellation thereof. Tender Inviting Authority is not responsible for communication failure of system generated mail.

14. CREATION AND PUBLISHING OF BID:

- 14.1 All the volumes /documents shall be uploaded in the portal by the tender creating officer (Procurement Officer Administrator) and published by the Officer Inviting Tender (Procurement Officer Publisher) using their DSCs in appropriate format so that the document is not tampered with.
- 14.2 The tender document comprise the notice inviting tender, bid document/ SBD, drawings in pdf format and the schedule of quantities/ BoQ in excel format to be uploaded by the Officer Inviting Tender.
- 14.3 Procurement Officer Administrator creates tender by filling up the following forms:
- (i) BASIC DETAILS
 - (ii) COVER CONTENT: The Procurement officer Administrator should briefly describe the name and type of documents to be uploaded by the bidder in the following format:
 - (a) For Single Cover /Packet

Sl No.	Cover Type	Document Description	Type
1	Fee/ Prequel/ Technical Finance	Tender Cost, EMD, GSTIN, PAN, Contractor RC	Pdf
		Affidavits, undertakings and any other document as per SBD/DTCN	Pdf
		BoQ	.xls

(b) For Two Cover /Packet:

Sl No.	Cover Type	Document Description	Type
1	Fee/ Prequel/ Technical	Tender Cost, EMD, GSTIN, PAN, Contractor RC	Pdf
		Affidavits, undertakings and any other document as per SBD/DTCN	Pdf
2	Finance	BoQ	Exls
		Special condition if any specifically mentioned by Officer Inviting Tender	pdf.

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

(iv) WORK ITEM DETAILS

(v) FEE DETAILS: The Procurement Officer Administrator should mention the cost of tender paper and EMD amount as laid down in DTCN/ SBD.

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

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

(viii) WORK ITEM DOCUMENTS: The Procurement Officer Administrator should upload the digitally signed tender document (SBD/ DTCN) or any other addition document/ drawings in pdf format and Bill of Quantities in excel format.

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

15. PARTICIAPTION IN BID:

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

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

- 15.1.2 Any third party/ company/ person under a service contract for operation of e-Procurement system in the State or his/ their subsidiaries or their parent companies shall be ineligible to participate in the procurement process that are undertaken through the e-Procurement system irrespective of who operates the system.
- 15.2 LOGGING TO THE PORTAL: The Contractor /Bidder is required to type his/ her Login ID and password. The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique Login ID, password and DSC combination and authenticates the login process for use of portal.
- 15.3 DOWN LOADING OF BID: The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience before the closing date and time of submission.
- 15.4 CLARIFICATION ON BID: The bidder may ask question related to tender online in the e-Procurement portal using his/ her DSC: provided the questions are raised within the period of seeking clarification as mentioned in tender call notice/ Bid. The Officer Inviting the Bid/ Procurement Officer- Publisher will clarify queries related to the tender.
- 15.5 **PREPARATION OF BID:**
- 15.5.1 The bids may consist of general arrangements drawings or typical or any other drawings relevant to the work for which bid has been invited. Bidder may download these drawings and takeout print for detail study and preparation of his bid. Any other drawings and documents pertaining to the works available with the Officer Inviting. The bid will be open for inspection by the bidders.
- 15.5.2 The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including cost of Bid Document, Bid Security, Declaration form, price bid etc. and store in the system.
- 15.6 **PAYMENT OF EMD/ BID SECURITY AND COST OF BID DOCUMENTS:**
- 15.6.1 The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/ Contract Data. The bidder shall scan all the written / printed pages of the bid security and up load the same in portable document format (PDF) to the system in designated place of the technical BID. Furnishing scanned copy of such documents is mandatory otherwise his/ her bid shall be declared as non-responsive and liable for rejection.
- 15.6.2 The EMD or Bid Security payable along with the bid is 1% of the estimated contract value (ECV) or as mentioned in the bid document. The validity period of the EMD or Bid Security shall be as mentioned in the bid document. Any bid not accompanied by an acceptable Bid Security and not secured as indicated in the bid document shall be rejected as non-responsive. The bid security shall be retained till such time the successful bidder furnishes Initial Security Deposit (ISD) or Performance Security acceptable to the Officer Inviting the Bid. Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security. The Bid security in the form of FD/BG shall be from a Nationalized Bank valid for a period of 45 days beyond the validity of the bid. Bid security in other form is acceptable if the bid documents provides for it.

- 15.6.3 The Fixed Deposit/ Bank Guarantee or any other form as mentioned in detailed tender call notice in respect of Earnest Money Deposit / Bid Security and the Bank Draft in respect of cost of Bid are to be scanned and up loaded in portable document format (PDF) along with the bid.
- 15.6.4 The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 5 days of opening of the tender. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.
- 15.6.5 Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption.
- 15.6.6 Government of Odisha has been actively considering integrating e-payment gateway in to the portal for payment of Cost of Bid and Bid Security/ Earnest Money Deposit. The process of using e-payment gateway shall be issued separately after it is established.

16. SUBMISSION OF BID:

- 16.1 The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid & a Financial Bid. The Technical bid generally consist of cost of Bid documents, EMD/ Bid Security, GSTIN, PAN / TIN, Registration Certificate, Affidavits, Profit Loss statement, Joint venture agreement, List of similar nature of works, work in hand, list of machineries, and any other information required by OIT. The Financial Bid shall consist of the Bill of Quantities (BOQ) and any other price related information / undertaking including rebates.
- 16.2 Bidders are to submit only the original BoQ (in excel format) uploaded by Procurement Officer Publisher (Officer Inviting Tender) after entering the relevant fields without any alteration / deletion / modification. Multiple BoQ submission by bidder shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than zero value in the specified cells without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.
- 16.3 The bidder shall upload the scanned copy/ copies of document in support of eligibility criteria and qualification information in prescribed format in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.
- 16.4 The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BoQ) published by the Officer Inviting Tender. The bidder shall type rates in figure only in the rate column of respective item(s) without any blank cell in the rate column in case of item rate tender and type percentage excess or less up to two decimal place only in case of percentage rate tender.
- 16.5 The bidder shall log on to the portal with his/her DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents.
- 16.5.1 Bids cannot be submitted after due date and time. The bids once submitted cannot be viewed, retrieved or corrected. The Bidder should ensure correctness of the bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid. The bids cannot be opened even by the OIT or the Procurement Officer Publisher/ opener before the due date and time of opening.

- 16.5.2 Each process in the e-procurement is time stamped and the system can detect the time of log in of each user including the Bidder.
- 16.5.3 The Bidder should ensure clarify /legibility of the document uploaded by him to the portal.
- 16.5.4 The System shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/ tender.
- 16.5.5 The bidder should check the system generated confirmation statement on the status of the submission.
- 16.5.6 The Bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
- 16.5.7 The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
- 16.5.8 The Bidder is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantity duly filled in. It is not necessary for the part of the Bidder to up-load the drawings and the other Bid documents (after signing) while uploading his bid. It is assumed that the bidder has referred all the drawings and documents uploaded by the Officer Inviting the Bid.
- 16.5.9 The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time). The date and time of bid submission shall remain unaltered even if the specified date for the submission of declared as a holiday for the Officer Inviting the Bid.
- 16.6 **SIGNING OF BID:** The 'online bidder' shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness/ authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false/ fabricated / bogus, his EMD/ Bid Security shall stand forfeited & his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

17. SECURITY OF BID SUBMISSION:

- 17.1 All bid uploaded by the Bidder to the portal will be encrypted.
- 17.2 The encrypted Bid can only be decrypted / opened by the authorized openers on or after the due date and time.

18. RESUBMISSION AND WITHDRAWAL OF BIDS:

- 18.1 Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.
- 18.2 Resubmission of bid shall require uploading of all documents including price bid afresh.
- 18.3 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.
- 18.4 The bidder should avoid submission of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc.
- 18.5 The Bidder can withdraw his bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Procurement Officer Publisher (Officer Inviting Tender) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.

19. OPENING OF THE BID

- 19.1 Bid opening date and time is specified during tender creation or can be extended through corrigendum, Bids cannot be opened before the specified date & time.
- 19.2 All bid openers have to log-on to the portal to decrypt the bid submitted by the bidders.

- 19.3 The bidders & guest users can view the summary of opening of bids from any system. Contractors are not required to be present during the bid opening at the opening location if they so desire.
- 19.4 In the event of the specified date of bid opening being declared a holiday for the Officer Inviting the Bid, the bids will be opened at the appointed time on the next working day.
- 19.5 Combined bid security for more than one work is not acceptable.
- 19.6 The electronically submitted bids may be permitted to be opened by the predefined Bid opening officer from their new location if they are transferred after the issue of Notice Inviting Bid and before bid opening. Further, action on bid documents shall be taken by the new incumbent of the post.
- 19.7 In case of non-responsive tender the officer inviting tender should complete the e-Procurement process by uploading the official letter for cancelled / re-tender.

20. EVALUATION OF BIDS:

- 20.1 All the opened bids shall be downloaded and printed for taking up evaluation. The officer authorized to open the tender shall sign and number on each page of the documents downloaded and furnish a certificate that “the documents as available in the portal containing-___nos of paegs”.
- 20.2 The bidder may be asked in writing/ online (in their registered e-mail ids) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. The Officer Inviting Tender may ask for any other document of historical nature during Technical Evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the Bidder’s price bid. Non submission of legible documents may render the bid non-responsive. The authority inviting bid may reserve the right to accept any additional document.
- 20.3 The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.
- 20.4 The Technical evaluation of all the bids shall be carried out as per information furnished by Bidders.
- 20.5 The Procurement Officer-Evaluators will evaluate bid and finalize list of responsive bidders.
- 20.6 The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officer- Openers shall log on to the system in sequence and open the financial bids.
- 20.6.1 The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorized representative who wish to be present.
- 20.6.2 At the time of opening of “Financial Bid, bidders whose technical bids were found responsive will be opened.
- 20.6.3 The responsive bidders name, bid prices, item wise rates, total amount of each item in case of item rate tender and percentage above or less in case of percentage rate tenders will be announced.
- 20.6.4 Procurement Officer- Openers shall sign on each page of the downloaded BoQ and the Comparative Statement and furnish a certificate to that respect.
- 20.6.5 Bidder can witness the principal activities and view the documents/ summary reports for that particular work by logging on to the portal with his DSC from anywhere.
- 20.6.6 System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Chief Engineer/ Head of Department.

21. NEGOTIATION OF BIDS:

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

22. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

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

22.2 The Contractor after furnishing the required acceptable Performance Security & Additional Performance Security “Letter to Proceed” or “Work Order” shall be issued by the Engineer-in-Charge with copy thereof to the Procurement Officer–Publisher. The Procurement Officer-Publisher shall up load the summary and declare the process as complete.

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

23. BLOCKING OF PORTAL REGISTRATION:

23.1 If the Registration Certified of the Contractor is cancelled / suspended by the registering authority blacklist by the competent authority his portal registration shall be blocked automatically on receipt of information to that effect.

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

23.3 The Officer Inviting Tender shall make due inquiry and issue show cause notice to the concerned contractor who in turn shall furnish his reply, if any, within a fortnight from the date of issue of show Cause notice. Thereafter the Officer Inviting Tender is required to issue an intimation to the defaulting bidder about his unsatisfactory reply and recommend to the Chief Manager (Tech.) for portal registration within 10 days of Intimation to the defaulting bidder regarding his unsatisfactory replay with intimation to the Registering Authority and concerned Chief Engineer/ Heads of Office if any of the following provision are violated.

23.3.1 Fails to furnish original Technical / Financial (Tender Paper Cost, EMD/Bid Security) Instrument before the designated officer within the stipulated date and time.

23.3.2 Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period.

23.3.3 Fails to execute the agreement within the stipulated date.

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

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

24. GUIDELINES FOR UNBLOCKING OF PORTAL REGISTRATION:

24.1 UNBLOCKING OF PORTAL REGISTRATION:

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

EIC (Civil)-cum-CPO,	-	Chairman
Engineer-in-Chief (WR)	-	Member
Concerned Chief Engineer -	Member	
Sr, Manager (Finance), SPC	-	Member
Officer Inviting Tender	-	Member
Chief Manager (Technical), SPC-	Convener	

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

24.3 The minimum period of blocking of portal Registration shall in on case be less than 90 days. After blocking of Portal Registration, the Contractor whose Portal Registration has been blocked may file application to the concerned officer inviting tender showing sufficient ground for unblocking of his portal registration along with a Treasury Challan showing deposit of Rs. 10,000/- (Rupees ten thousand) only (non-refundable) under the head of accounts '0059- Public Works as processing fees. The officer inviting tender shall forward the application filed by the contractor to the Chief Manager (Tech), State Procurement Cell.

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

24.5 After scrutiny by the state Procurement Cell if it is found that the portal registration of a contractor has been blocked for the 2nd time the chief Manager (Tech), SPC may not consider his case to be placed before the Committee and may advice the concerned officer inviting tender to issue show cause notice to the contractor asking him to explain as to why his portal registration shall not remain blocked. On receipt of show cause reply from the contractor the officer inviting tender shall examine the same & if considered proper he may report to the Chief Manager (Tech),

SPC along with his views furnishing the copy of the show cause reply for placement of the same before the Committee for taking a decision in respect of blocking/ unblocking. If the Committee found that the contractor is in habit of committing such fault again intentionally the committee may advice the concerned officer inviting tender to initiate proceeding for blacklisting as per the existing rule.

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

ANNEXURE – A
FORMAT FOR PERFORMANCE RECORD OF CONTRACTORS

1. Name of the Contractor:
2. Registration No. and Date:
3. Class of Contractor:
4. Licensing Authority.
5. License valid up to:
6. Details of works executed:

Sl no.	Jobs under execution	Agreement amount	Date of commencement	Stipulated date of completion	Whether work is progress as per programme.	Reasons for delay, if any.
1	2	3	4	5	6	7

7. Whether the Contractor has requisite machineries & personnel deployed
(details of machinery and personnel deployed) :
8. Whether the quality of construction is satisfactory:
9. Whether he has capability to make good the loss in time:
10. Whether the Contractor has abandoned any work in the past three years, if yes, the details thereof.
11. Whether the Contractor has entered in to any litigation in the past if yes, the details thereof.

Name of the Certifying Officer

With official seal

ANNEXURE – B

Details of the works on hand and performance for last three years as on the date of submission of pre-qualification documents in the following perform.

(Separate form for each work)

1. Name of work _____
2. Place and Country _____
3. Total tendered cost of work _____
4. Brief description of works including principal features and quantities of main items. _____

5. Details of works in hand

- i. Percentage of physical completion and amount billed for the work completed.
- ii. Cost of work remaining to be executed.
- iii. Stipulated date of completion.
- iv. Anticipated date of completion.

6. Explain for non-completion of work within stipulated time limit if so.

7. Were there any penalties /fines / stop notice / compensation /liquidated damages imposed?

Yes or No.

If yes, give amount and explanations

8. Were there any fines, claims or stop notice filed by the employer?

(Yes or No) If yes, give amount and explanation

ANNEXURE – C

Details of plants and equipments owned by the tenderer
Which may be used for construction work

(Proof of ownership to be attached)

1. Name of Equipment_____

2. Number of units_____

1. Kind and make_____

2. Capacity_____

3. Normal life specified by the manufacturer_____

4. Number of actual working hour put in by the machine_____

5. Present location_____

6. Remarks

ANNEXURE-D

Give details of how additional plant and equipment which may be required for the work would be obtained.

(Separate form for each type of equipment)

Particulars of (a) To procure in (b) to hire in India (c) Owned

Machinery India

1. Name of Equipment

2. Number of units

3. Kind and make

4. Country

5. Capacity

6. Approximate cost in rupees

7. Remarks

ANNEXURE-‘E’

AFFIDAVIT

I, Sri.....Aged.....years, Son/ Daughter/ Wife of Sri.....at present residing At..... Po.....Ps.....Dist:.....(State & Country), Pin..... do here by solemnly affirm as follows.

i) That, I / We posses a valid license for execution of works contract issued by *..... belongs toClass & is valid up to* *.....

I am submitting tenders before the **Superintending Engineer, Bhanjanagar Irrigation Division, Bhanjanagar, Dist: Ganjam, Odisha** for execution of following works in response to e-procurement Notice No. **e-BNID-03/2026-27**.

1.* * *

2. Etc.

ii) I am the authorized signatory on behalf of Firm / Contractor for the tender for the work / works mentioned above.

iii) I am swearing this affidavit that all tender documents and accompanying papers those being submitted by me before the **Superintending Engineer, Bhanjanagar Irrigation Division, Bhanjanagar, Dist: Ganjam, Odisha** are all authentic and bonafied documents in the eyes of the law of the land. That the facts stated in the affidavit are true to the best of my knowledge and belief.

Note:

*Mention the license issuing authority.

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

* * *Mention name of works for which tender is being submitted.

ANNEXTURE - "F"

**INFORMATION REGARDING CURRENT LITIGATION DEBARRING EXPELLING OF
TENDERED OR ABANDONMENT OF WORK BY THE TENDERER**

- | | | | |
|----|----|--|-----------|
| 1. | a) | Is the tender current involved in any litigation relating to the works. | Yes / no. |
| | b) | If yes: give details. : | Yes / no. |
| 2. | a) | Has the tenderer or any of its constituent partners has been debarred / expelled by any agency in India during the last three years. | Yes / No. |
| 3. | a) | Has the tenderer or any of its constituent partners failed to perform on any contract work in India during the last three years. | Yes / No. |
| | b) | If yes, give details: | |

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

ANNEXURE-G

Certificate of No relationship as per clause 59 of DTCN

I/We hereby certify that I/We am / are not related to any officer of P.W.D of the rank of Asst. Engineer and above and any officer of the rank of Asst. Secretary and above in the W/R Deptt. I/We am/are aware that if the facts subsequently proved to be false my/our contract will be rescinded with for feature of Security Deposit and I/We shall be liable to make good the loss or damage resulting from such cancellation. I/We also note that, non-submission of this certificate will render my/ our tender liable for rejection.

Signature of Contractor

Address _____

Date: _____

ANNEXURE-I OF SCHEDULE – C

**LIST OF MAJOR PLANT AND EQUIPMENTS TO BE DEPLOYED ON THE
CONTRACT WORK
(MINIMUM REQUIREMENTS)**

NOTE :

1. Capacity of each plant and equipment should be as specification attached separately.
2. The above equipment should either owned or availed on long-term lease extended beyond the duration of the work, the authority of which in either case in to be substantiated before award of the work.
3. The equipment mentioned above must be included in Schedule “C” and clearly indicated as “Owned/leased.”
4. The above list is mandatory. All other machinery/equipments as will be required for satisfactory completion of the work shall have to be deployed by the agency.
5. For deploying sophisticated machinery by the agency for completion of the work, no claim shall be entertained.

ANNEXURE – III OF SCHEDULE-C
CERTIFICATE TO BE ISSUED BY THE SUPERINTENDING ENGINEER
UNDER WHOM THE MACHINERIES / EQUIPMENTS ARE DEPLOYED
(Not issued prior to 90 days receipt of tender)

Sl no.	Name of machineries/ equipments.	Identification No. / Engine/ chasis No.	Capacity	Year of purchase	Condition (working)	Since when deployed under him.	When it is likely to be released from current assignment.
1	2	3	4	5	6	7	8

Certified that,

1. I have verified the ownership documents with the identification no of the Machineries/ Equipments.
2. Machineries are currently utilized exclusively for the work under the Division.
3. The facts provided are true as on the date of this document to the best of my knowledge.

SUPERINTENDING ENGINEER

ANNEXURE-IV OF SCHEDULE-C

**TIME SCHEDULE FOR MOVEMENT OF EQUIPMENT/MACHINERIES AVAILABLE WITH
THE TENDERER FROM ONE SITE TO WORK SITE WHEN THE CONTRACTORS IS
EXECUTING SEVERAL WORKS**

Sl no.	Name of equipments & machineries	Required no.	Name of the work for which equipment & machineries deployed	Name of the Division under whose jurisdiction equipment & machineries deployed.	Time schedule for movement of equipments / machineries to work site for use in tended work.

Certified that, the above machineries shall be available solely for this work from the date mentioned against them.

**V. CHECK LIST
SUBMITTED OR NOT**

		Tick appropriate column			
1	Certificate of Registration of Contractor attached.	Yes		No.	
2	Certified copy of power of attorney in case of partnership firm, limited or corporation attached.	Yes		No.	
3	EMD furnished.	Yes		No.	
4	Copy of PAN Card Furnished.	Yes		No.	
5	Copy of GSTIN certificate furnished.	Yes		No.	
6	Affidavit for authenticity of documents, Bid information furnished.	Yes		No.	
7	Cost of bid document + GSTIN Enclosed.	Yes		No.	
8	List of Plant / Equipment Furnished	Yes		No.	
9	No Relation Certificate	Yes		No.	
10	Affidavit for not having availed exemption of EMD in three Calendar (for Engineering Contractors)	Yes		No.	
11	Any other document felt necessary furnished.				
	a)	Yes		No.	
	b)	Yes		No.	
	c)	Yes		No.	

SECTION-3

CONDITION OF CONTRACT

CONDITIONS OF CONTRACT

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

**Compensation
for delay.**

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

(b) If there are possibilities of exceeding this compensation amount as mentioned in clause (a) 10% of the estimated cost, or in any case in which under any clause or clauses of this contract the work should not be considered finished until such date as the S.E. shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by S.E. or his authorized agents are fully complied with by the contractor to the S.Es satisfaction. Action when whole security deposit is forfeited contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit in the hands of Government (whether paid in once on or deducted by installments) the Superintending Engineer on behalf of the Governor of Odisha, shall have power to adopt any of the following courses, as he may deem best suited to the interest of the Government.

**Action when
whole security
deposit is
forfeited.**

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

ii) To employ labour paid by the Public Works Department and to supply materials to carry out the work or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which the cost and price certificate of the Superintending Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done. In all respects in the same manner and at the same rate as if the contractor under the terms of his contract had carried it out, the certificate of the Superintending Engineer as to the value of work done shall be final and conclusive against the contractor.

iii) To measure of the work of the contractor and to take such part of the work of the contract as shall be in executed out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the some which would have been paid to original contractor. If the whole work had been executed by him (of the amount of which expect the certificate in writing of the Superintending Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Government under the contract or their wise or from his security deposit or the proceeds of sale thereof or a sufficient part thereof. In event of any of the above courses being adopted by the Superintending Engineer the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work there of for actually performed under this contract. Unless and until the Superintending Engineer shall have certified in writing the performance of such work and the value table in respect thereof and he shall only be entitled to be paid the value of so certified.

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

Clause-3: In any case in which any of the powers conferred upon the Superintending Engineer by clause 3 thereof, shall have become exercisable and the same shall not be exercised, the non exercise thereof shall not constitute a waiver of any of the conditions in the event any further here of and such powers shall not with standing be exercisable in the event of any future case default by the contractor of which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future compensation shall remain unaffected, in the event of the Superintending Engineer putting in force the powers vested in him under the preceding clause may be, if he so desires, take possession of all or any tools, plants, materials and stores, in or upon the works, or the site thereof or belonging to the Contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in the account at the contract rates, or in case of these not being applicable, at current market rates to be certified by the Superintending Engineer whose certificate thereof shall be final, otherwise the Superintending Engineer may be noticed in writing to the contractor or his clerk of the works, foreman or other authorised agent require him to remove such tools, plants, materials, or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Superintending Engineer may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Superintending Engineer as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

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

Clause - 4 : If the contractor shall desire an extension of the time for completion of the work, on the ground of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Superintending Engineer within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid and, the Superintending Engineer shall, if in his opinion (which shall be final) reasonable grounds be shown therefore, authorize such extension of time, if any, as may in his opinion be necessary or proper. The Superintending Engineer shall at the same time inform the contractor whether he claims compensation for delay.

Extension time

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

Clause - 5 - On completion of the work, the contractor shall be furnished with a certificate by the Superintending Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate be given nor shall the work be considered to be completed until the contractor shall have removed from the area of the premises (to be distinctly marked by the Superintending Engineer in the site plan) on which the work shall be executed all scaffolding surplus materials and rubbish, and cleared off the dirt from all wood-work, doors, windows, walls, floors or other parts of any building in upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof, nor until the work shall have been measured by the Officer of the Department of Water Resources in accordance with the rules of the department whose measurements shall be binding and conclusive against the contractor, if the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expense of the contractor remove such scaffoldings surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses incurred and shall have no claim in respect of any such scaffolding or surplus materials; as aforesaid except for any sum actually realized by the sale thereof.

Final certificate

Sub-Clause to Clause - 5: If in the opinion of the Engineer-in-charge which shall be final and binding on the contractor occupation or utilization of a portion of the, completed in no way interferes with the progress of a rest of the work the same may be occupied or utilized by or on behalf of the Government under the written order of the Engineer-in-Charge. This will not impede the right of the Engineer-in-charge to get the defects if any rectified by the contractor at his (Contractors) own cost within 6 months from the date of completion of the whole work provided that the contractor will not be allowed any connection either in the shape of extension of stipulated period or any other monetary compensation on account of such occupation or use.

Clause - 6: A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month and the Engineer-in-Charge or his subordinate shall take the requisite measurement for the purpose having the same verified and the claim as far as admissible, adjusted, if possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge or his subordinate shall measure up the said work in the presence of the contractor whose countersignature to the measurement list will be sufficient warrant, and the Engineer-in-charge or his subordinate shall prepare a bill from such list which shall be binding on the contractor in all respects. Provided that, if any balance of the 10% security is outstanding from each such payment shall be deducted so much, not exceeding 5% as may be necessary to make up the balance of the security. All such intermediate

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

payments to the contractor shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed and taken away and reconstructed or erected , or any part thereof in any respect, or the accrual of any claim nor shall it conclude, determine, or effect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement or adjustment of the accounts or otherwise , or in any other way vary or affect the contract.

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

Clause - 8: If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the Engineer-in-Charge's store, or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-Charge under the conditions of this contract (such materials and stores and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning or effect of this contract or are specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores noted in the annexed schedule as are required from time to time to be used by him for the purposes of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule may be set off or deducted from any sums then, due or thereafter to become due to the contractor under the contract or otherwise, or against or from the security deposit, or the proceeds of sale thereof if the same is held in Government securities, the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall not on any account be removed from the site of the work and shall at all times be open to inspection by the Engineer-in-Charge. Any such materials unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Engineer-in-Charge's store, at the prevailing market rate or at the issue rate whichever is less if by a notice in writing under his hand he shall so require, but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials.

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

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

**Stores supplied
by Government.**

Clause - 9 (b) Owing to difficulty in obtaining certain materials in the open market the Government have undertaken to supply materials specified in the schedule hereto annexed. There may be delay in obtaining materials by the Department and the contractor is therefore required to keep himself in touch with the day to day position regarding the supply of materials from the Engineer-in-Charge and to so adjust the progress of the work that their labour may not remain idle nor may there be any other claim due to or arising from delay in obtaining the materials. It should be clearly understood that no monetary claim whatsoever shall be entertained by the Government on account of delay in supplying materials. However, extension of time for completion of work can be granted on timely application by the contractor vide also Clause-5.

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

Clause -11The Engineer-in-Charge shall have power to make any alterations in or additions to the original specifications, drawings, designs and instructions that may appear to him necessary and advisable during the progress of work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge and such alteration shall not invalidate the contract, and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. The time for Rates of work not in estimate or schedule of rates of the district. The completion of the work shall be extended in the proportion that the additional work differs to the original contract work and the certificate of the Engineer-in-Charge shall be conclusive as to, such proportion. And if the additional work includes any class of work, for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the sanctioned schedule of rates of the locality during the period when the work is being carried on and if such last mentioned class of work is not entered on the schedule of rates of the district, then the contractor shall within seven days of the date of his receipt of the order to carry out the work inform the Engineer-in-Charge of the rate which it is his intension to charge for such class of work, and if the Engineer-in-Charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable.

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

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

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

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

Do not invalidate contractors

Extension of time in consequence of alternation.

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

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

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

Clause -13: If it shall appear to the Engineer-in-charge or his sub-ordinate-in-charge of the work, that any work, that any work has been executed with unsound, imperfect or Action and compensation payable in case of bad work. unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor, shall on demand in writing from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been inadvertently passed certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days, while his failure to do so shall continue and in the case of any such failure the Engineer - in -charge may rectify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Work to be open for inspection. Contractor or responsible Agents to be present.

Action and compensation payable in case of the work.

Clause - 14: All work under or in course of execution or executed in pursuance of the contract shall at all times be opened to the inspection and supervision of the Engineer - in-charge and his subordinates and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer -in-charge or his subordinate to visit the works shall have been given to the contractor either himself be present to receive orders and instruction, or have a responsible agent duly accredited in writing, present for that purposes. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

Work to be open for inspection.

Clause -15: The contractor shall give not less than five days notice in writing to Engineer-in-charge or his subordinate -in charge of the work before covering up or otherwise placing beyond the reach of measurement of any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement, any work without the consent in writing of the Engineer in charge or his subordinate - in charge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained,, the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work of the materials with which same was executed.

Contractor or responsible agents to be present. Notice to be given before work is covered up.

Clause -16: If the contractor or his work people, or servants shall break, deface injure or destroy any part of a building in which they may be working or any building, road, fence, enclosure, or grass land or cultivated ground continuous to the premises on which the work of any part of it is being executed or if any damages shall happen to the work while in progress, from any cause whatever or any imperfection became apparent in it within three months from the date of final certificate of its completion shall have been given by the Engineer-in Charge, as aforesaid the contractor shall make the same to be made good by other workmen and deduct the expenses (of which the certificate of the Engineer-in-Charge shall be final) from any sums that may be then, or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion there of and the contractor shall be liable to pay any part of the expenses not so recovered by the Engineer-in-charge.

Contractor is liable for damages to the work and for imperfection within three months of final certificate.

Clause -17: The contractor shall supply at his own cost all materials (except such special materials, if any as may in accordance with the contract be supplied from the Engineer - in -charges stores), Plant, tools, appliances, Implements, ladders, cordage, tackle scaffolding and temporary works requisite or proper for) the proper execution of the work whether original, altered or substituted, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not to which may be necessary for the purpose of satisfying or complying with the requirement of the Engineer-in Charge as to any matter as to which under this conditions he is entitled to be satisfied which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement of examination at any time and from time to time of the work or the materials. Failing him so doing the same may be provided by the Engineer-in-Charge at the expense of the contractor under the contract or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought any person for injury sustained owing to neglect of the above precautions, and to pay damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may with the consent or the contractor be paid to compromise any claim by any such person.

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

And is liable for damages arising from non-provision of light fencing etc. The contractor shall not employ for the purpose of this contract any person who is below the age of twelve years, and shall pay to each labourer for the work done by such labourer, wages not less than the wages paid for similar work in the neighborhood. The Superintending Engineer shall have the right to enquire into and decide any complaint alleging that the wages paid by the contractor to any labourer for the work done, by such labourer is less than the wages paid for similar work in the neighborhood.

Explanation - Fair wages means wages whether for time or piece work prescribed by the State DOWR provided that where higher rates have been prescribed under the minimum wages Act. 1948 wages at such higher rates would constitute Fair Wages.

The Superintending Engineer shall have the right to enquire into and decide any complaint alleging that the wages paid by the contractor to any labour for the work done by such labour is less than the wages paid for similar work in the neighborhood.

The officer-in-charge of the work shall have the right to decide whether any labourer employed by the contractor is below the age of twelve years and to refuse to allow any labourer whom he decides to be below the age of twelve years to be employed by the contractor.

Clause - 19: The contractor shall not be assigned or sublet without the written approval of the Superintending Engineer. And if the contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any insolvency, proceedings or make any composition with his creditor or attempt to do so or if any bribe, gratuity, gift, loan, perquisite reward, or advance, pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor, or any of his servants or agents to any public officer or persons in the employ of Government in any way relating to his office employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Superintending Engineer may there upon by notice in writing rescind the contract and the security deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue if he contract had been rescinded under the clause 2 thereof, and in addition the contractor, shall not be entitled to recover or be paid for any work thereto for actually performed under the contract.

Clause - 20 All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained

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

Work not to be sublet. Contract may be rescinded and security deposit forfeited for subletting bribing or if contractor becomes insolvent.

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

Clause - 21 In the case of a tender by partners, any change in the constitution of the firm shall be forth with notified by the contractor to the Engineer-in-charge for his information. In case of failure to notify the change in the constitution within fifteen days the Engineer-in-charge may by notice in writing rescind the contracts and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract had been rescinded under clause-2 hereof, and in addition the contractor shall not be entitled to recover or be paid for any works therefore actually performed under the contract.	Changes in constitution of firm
Clause - 22 All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintending Engineer of the Circle for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.	
Clause - 23 : DELETED	
Clause - 24 : When the estimate on which a tender is made includes lump sums in respect of parts of the work the contractor shall be entitled to payment In respect of the Items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may by his discretion pay the lump sum amounts entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.	Lump sums in estimate.
Clause - 25 In the case of any class of work for which there is no such specification as is mentioned in the rule I, such work shall be carried out in accordance with Circle specification and in the event of there being no circle specification, then in such case the work shall be carried out in all respect in accordance with the instructions and requirements of the Engineer-in-charge.	
Clause - 26: The expression “work” or “works” where used in these conditions shall, unless there be something either in the subject or context repugnant to such construction, be construed, and taken to mean the works by or by virtue of the contract contracted to be executed, whether temporary or permanent, and whether original, altered, substituted or additional.	
Clause - 27 Government shall be entitled to recover in full from the contractor any amount that the Government may be liable to pay under Workman’s compensation Act VII of 1923 to any workman employed in course of execution of any part of the work covered by these contract.	
Clause - 28 That the purpose of jurisdiction in the event dispute if any, the contract should be deemed to have been entered into within the state of Odisha and it is agreed that neither party to the contract or of agreement will be competent to bring a suit in regard to the matters covered by this contract at any place outside the state of Odisha.	
Clause - 29 The department will have the right to inspect the scaffolding and centering made for the work and can reject partly or fully such structure if found defective in their opinion.	

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

Clause - 31 The contractor shall bear all taxes including sales tax, Income tax, royalty, air-weather charges, VAT and tollage etc., where necessary.

Clause - 32 Price Escalation - Deleted -

Clause-33: After the work is finished all surplus materials and debris are to be removed by the contractor and preliminary works such as vats, mixing platforms, etc. are to be dismantled and all materials removed from the site.

FAIR WAGE CLAUSE

Clause – 33 (a) :- “ Fair wages means, wages, whether for time or piece work prescribed by the state P.W.D. provided that where higher rates have been prescribed under the minimum Wages Act, 1942, wages at such higher rates would constitute Fair Wages”

EXPLANATION – “Fair wage” means wages, whether for time or piece work prescribed by the State Public Works Department / Electricity Department for the district in which the work is done.

(b) The Contractor shall, notwithstanding the provision of any contract to contrary, cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work as if the labourers had been immediately employed by him.

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

(d) The Superintending Engineer or Sub – Divisional officer concerned shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non – fulfillment of the conditions of the contract for the benefit of the workers, non – payment of wages or of deductions made from his or their wages, which are not justified by their terms of the contract or non-observance of the regulations. Money so deducted should be transferred to be workers concerned.

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

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

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

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

(i) The contractor shall on his own submit by the 4th & 19th of every month to the Engineer – in – charge, a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively, (1) the number of labourers employed by him on the work (2) their working hour (3) the wages paid to them (4) the accident that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and

(5) The number of female workers who have 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 50.00 for each default or materially in correct statement. The decision of the Superintending Engineer shall be final in deducting from any bill due to contractor amount levied as fine.

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

(k) Maternity benefit rules for female workers employed by contractor Leave and pay during leave shall be regulated as follow.

Leaves and pay during leaves shall regulated as follows.

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

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

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

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

2. **Conditions for 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 6 months immediately preceding date on which she proceeds on leave.

ODISHA P.W.D/ELECTRICITY DEPARTMENT CONTRCTOR'S LABOUR REGULATIONS

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

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

1. "Labour" mean workers employed by a contractor of the Odisha Public Work Department / Electrical Department directly / indirectly through a sub-contractor or other person, or by an agent on his behalf.
2. "Fair Wages" means wages whether for time or piece work prescribed by the State Public Works Department provided that where higher rates have been prescribed under the Minimum Wages Act, 1948 wages at such higher rates should constitute fair wages.
3. "Contractor" shall include every person whether a sub contractor or headman or agent employing labour on the work taken on contract.
4. "Wages" shall have the same meaning as defined in the Payment of Wages Act and include time and piece rate wages, if any.

3. Display of notice regarding wages, etc.:-

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

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

4. Payment of wages:-

1. Wages due to every worker shall be paid to him direct.
2. All wages shall have to be paid in current coin or currency or in both.

5. Fixation of wage period :-

- (1) The contractor shall fix the wage period in respect of which the wages be payable.
- (2) No wage period shall exceed one month.
- (3) Wages of every workman employed on the contract shall be paid before the expiry of ten days after the last day of the wage period in respect of which the wages are payable.
- (4) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.
- (5) All payments of wages shall be made on working day.

6. Wage book and wage cards etc.

- (1) The contractor shall maintain a Wage book of each worker in such form as may be convenient, but the same shall include the following particulars. :
 - (a) Rate of daily or monthly wages.
 - (b) Nature of work on which employed.
 - (c) Total number of days worked during each wages period.
 - (d) Total amount payable for the work during each wage period.
 - (e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
 - (f) Wage actually paid for each wage period.
- (2) The contractor shall also maintain a wage card for each worker employed on the work.
- (3) The Superintending Engineer may grant an exemption from the maintenance of wage bond, wage cards to a contractor who in his opinion may not directly or indirectly employ more than 100 persons on the work.

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

- (1) The wages of a worker shall be paid to him without any deduction of any kind except the following.
 - (a) Fines
 - (b) Deduction for absence from duty, i.e. From the place or places where by the terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absent.

- (c) Deduction for damage or loss of goods expressly entrusted to the employed person for custody, or for loss of money for which he is required to account where such damage or loss is directly attributable to his neglect or default.
- (d) Any other deductions which the Government may from time to time allow.
- (2) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity for showing cause against such fines or deduction.
- (3) The total amount of fines which may be imposed in anyone wages period on a work shall not exceed an amount equal to five paise in a rupee of the wages payable to him in respect of that wage period.
- (4) No fine imposed on any worker shall be recovered from him by installments or after the expiry of 60 days from the date on which it was imposed.

8. Register of fines, etc:-

- (1) The contractor shall maintain a register of fines and of all deductions for damage or loss. Such register shall mention the reason for which fine was imposed or deduction for damage or loss was made.
- (2) The contractor shall maintain a list in English and in the local Indian language clearly defining acts and omissions for which penalty or fine can be imposed. It shall display such list and maintain it in clean and eligible condition in conspicuous places of the work.

9. Preservation register:-

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

10. Power of Labour Welfare Officers to make investigation inquiry:-

The Labour Welfare Officer or any other persons authorised by the Government of Odisha on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and the provisions of the regulations. He shall investigate into any complaint regarding default made by the contractor/Sub-contractor in regard to such provisions.

11. Report of Labour Welfare Officer:-

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

12. Appeal against the decision of Labour Welfare Officer:

Any person aggrieved by the decision and recommendation of the Labour Welfare Officer or other person so authorized may appeal against such decision to the Labour Commissioner within 30 days from the date of decision forwarding simultaneously a copy of his appeal to the Superintending Engineer concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

13. Inspection of Registers:-

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

14. Submission of return:-

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

15. Amendment:–

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

MODEL RULES FOR HEALTH & SANITARY ARRANGEMENTS FOR WORKERS BY ODISHA PW D OR ITS CONTRACTORS

1. **Application:** - These rules shall apply to all construction works in charge of Odisha Public Works Department which are expected to continue for a year or more.
2. **Definitions:** - (i) Work place means a place at which an average of fifty or more workers are employed in connection with construction work.
(ii) Large work place means a place at which an average of 500 or more workers are employed in connection with construction work.
3. **First Aid :-** (a) At every work place there shall be maintained in a readily accessible place first aid appliances including an adequate supply of sterilizer dressings and sterilized cotton wool. The appliance shall be kept in good order and in large work places, they shall be readily available during working hours.
(b) At large work places where hospital facilities are not available within easy distance of the work, First Aid Posts shall be established and be run by a trained compounder.
(c) Where large work places are remote from regular hospitals, an Indoor ward shall be provided with one bed for every 250 employees.
(d) Where large work places are situated in cities, towns or in their suburbs and no beds are considered necessary owing to the proximity of the city or town hospitals, an ambulance shall be provided to facilitate removal of urgent cases to these hospitals. At other work places, some conveyance facilities, such as a car shall be kept readily available to take injured persons or persons suddenly taken seriously ill to the nearest hospitals.
4. **Drinking Water:** - (a) In every work place, there shall be provided and maintained at suitable places easily accessible to labour a sufficient supply of water fit for drinking.
(b) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
(c) Every Water supply or storage shall be at a distance of not less than 15M, (50 feet) from any latrine, drain or other sources of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and water proof.
(d) A reliable pump shall be fitted to each covered well the trap doors shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.
(e) The temperature of drinking water supplied to workers shall not exceed 90°F.
5. **Washing and bathing places :-** (i) Adequate washing and bathing places shall be provided separately for men and women
(ii) Such places shall be kept in clean and drained condition.

6. **Scale of accommodation in Latrines and Urinals:** - There shall be provided within the premises of every work place latrines and urinals in an accessible place and the accommodation separately for each of them shall not be less than the following
- | | |
|--|-----------------------|
| (a) Where the number of persons employed does not exceed 50. | No of seats 1 |
| (b) Where the number of persons employed exceeds 50 but does not exceed 100 | No of seats 3 |
| (c) For every additional 100 (in particular cases the Superintending Engineer shall have the power to verify the scale where necessary) | No of seats 3 per 100 |
7. **Latrines and Urinals for Women:** - If women are employed, separate latrines and urinals separate from that for men and marked in the vernacular in conspicuous letter "For Women Only) shall be provided on the scale laid in these rules. Those for men shall be similarly marked "For Men Only". A poster showing the figure of a man or woman shall also be exhibited at the entrance of latrines for each sex, There shall be adequate supply of water close to the urinals and latrines.
8. **Latrines and Urinals :-** Except in work places provided with water flushed latrines and urinals connected with water born sewerage system, all latrines shall be provided with receptacles on dry earthen system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. The receptacles shall be tarred inside and out side at least once a year.
9. **Construction of latrines:** - The inside wall shall be constructed of masonry or stones materials and shall be cement washed inside and outside at least once a year. The dates of cement washing shall be noted in register maintained for this purpose and kept available for inspection.
10. **Disposal of Excreta:** - Unless otherwise arranged for by the local sanitary authorities, arrangement for proper disposal of excreta by incineration at the work place shall be made by means of suitable incinerator approved by Asst. Director of Public Health or Municipal Medical Officer or Health Officer as the case may be, in whose jurisdiction the work place is situated. Alternatively excreta may be disposed off by putting a layer of night soil at the bottom of pucca tank prepared for the purpose and covering it with a layer of waste refuse and then covering it up with 6 inch layer of earth for a fortnight when it will turn into manure.
11. **Provision of shelters during rest :-** At every work place, there shall be provided free of cost two suitable shades one for meals and the other for rest for use of labourers. The height of the shelter shall not be less than 3.30 M (11 feet) from the floor level to the lowest part of roof.
12. **Creches :-** (a) At every work place at which more than 50 women workers are employed, there shall be provided one hut for the use of children under the age of 6 years, belonging to such women and shall be used for infants games and play and their bed room. The hut shall not be constructed on a lower standard than the following.
- i. Thatched roofs
 - ii. Mud floors and walls
 - iii. Planks spread over the mud floor and covered with matting

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

(b) Where the number of women workers is more than 50, the contractor shall provide one hut and one dhai to look after the children of women workers.

(c) The size of crèche shall vary according to the number of women workers.

(d) The crèche shall be properly maintained necessary equipment like toys etc. shall be provided.

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

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

Clause -34: The royalty of materials will be recovered from the work bill in case of failure of production of proper receipt from quarry Holder or Revenue Department after proper verification from Concerned Tahasildar.

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

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

(b) Stone to be excavated shall be measured in solid normally, but if the site condition do not permit solid measurement as assessed by the Engineer-in-Charge due to a mixture of various rock in the particular location, stack measurement will be taken at the direction of the Engineer-in-charge from the stacks to be measured. Deduction shall be made for voids at 40 % minimum for closely packed stacks subject to increase in percentage according to the nature of compactness in stacking. No consideration will be given to any adverse condition by the contractor in his tender.

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

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

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

Clause-38: Dewatering of any magnitude either of excavation of foundation to finished section and laying concrete or masonry work or any structure when and wherever necessary during complete execution period will have to be done by the contractor at his own cost. This is treated to be inclusive of his tendered rate.

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

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

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

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

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

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

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

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

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

Clause-47: By submitting a tender for the tenderer will be deemed to have satisfied himself by actual inspection of the site/quarry and locality of the work about the quality and availability of the required quantity of materials including medical aids, labour and food stuff etc. and that the rates quoted by his in the tender will be adequate to complete the work according to the specification and conditions attached to and that he has taken into account all conditions difficulties that may be encountered during its progress and to have quoted labour rates and materials, octorai and other duties leads, lifts loading and unloading and freight for materials and all other charges necessary for the completion of the work to the entire satisfaction of the Engineer-in-charge of the work and his authorized sub-ordinates. After acceptance of the contractor rates Govt. will not pay any extra charges for any reason in case the contractor is found later on to have misjudged in conditions as regards availability of materials, labour or any other factors, it should be understood clearly that no claim whatsoever will be entertained afterwards on the plea of nonavailability of proper quantity of materials including food stuff or any other cause.

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

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

Clause-50: (a) There will not be any compensation or extension of time granted for reason of adequate cash flow.

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

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

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

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

Clause-53:- As per para No. 4 of the Resolution No. 12653 dt.15.12.2008 of Govt. of Odisha Labour & Employment Deptt. the levy and collection of Cess @ 1% on the cost of construction should be paid by the Agency.

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

1. Short title : These regulations may be called " The Odisha Public Works department/ Electricity Department Contractor's Regulations. Definitions: In these Regulations unless otherwise expressed or indicated the following words and expression shall have the meaning hereby assigned to them respectively, that is to say:

(1) "Labour" mean workers employed by a contractor of the Odisha public Works Department/Electrical Department directly/indirectly through a subcontractor or other person, or by an agent on his behalf.

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

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

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

3. Display of notice regarding wages, etc.

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

(b) Send a copy such notice to the Engineer-in-charge of the work.

4. Payment of wages

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

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

5. Fixation of wage period.

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

(2) No wage period shall exceed one month.

- (3) Wages of every workman employed on contract shall be paid before the expiry of ten days, after the last day of the wage period in respect of which the wages are payable.
- (4) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.
- (5) All payments of wages shall be made on working day.

6. Wage book and wage cards etc. :-

- (1) The contractor shall maintain a Wage book of each worker in such form as may be convenient, but the same shall include the following particulars :
 - (a) Rate of daily or monthly wages.
 - (b) Nature of work on which employed
 - (c) Total number of days worked during each wage period.
 - (d) Total amount payable for the work during each wage period.
 - (e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
 - (f) Wage actually paid for each wage period.
- (2) The contractor shall also maintain a wage card for each worker employed on the work.
- (3) The Superintending Engineer may grant an exemption from the maintenance of wage bond, wage cards to a contractor who, in his opinion may not directly or indirectly employ more than 100 persons on the work.

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

- (1) The wages of a worker shall be paid to him without any deduction of any kind except the following.
 - (a) Fines.
 - (b) Deduction for absence from duty, i.e., from the place or places where by the terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absent.
 - (c) Deductions for damage or loss of goods expressly entrusted to the employed person for custody or for loss of money for which he is required to account where such damage or loss is directly attributable to his neglect or default.
 - (d) Any other deductions, which the Government may from time to time allow.
- (2) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the workers has been given an opportunity of showing cause against such fines or deduction.
- (3) The total amount of fines which may be imposed in anyone wage period on a work all not exceed an amount equal to five paise in rupee of the wages payable to him in respect of that wage period.
- (4) No fine imposed on any worker shall be recovered form him by installments or after the expiry of 60 days from the date on which it was imposed.

8. Register of fines, etc.

- (1) The contractor shall maintain a register of fines and of all deductions for damage or loss. Such register shall mention the reason for which fine was imposed or deduction for damage or loss made.
- (2) The contractor shall maintain a list in English and in the local Indian language clearly defining acts omissions for which penalty or fine canthe imposed. It shall display such list and maintain it is clean andeligious condition conspicuous places of the work.

9. Preservation of register:-

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

10. Power of Labour Welfare Officers to make investigation or inquiry:-

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

11. Report of Labour Welfare Officer:-

The Labour Welfare Officer or other authorised as aforesaid shall submit a report of the result of his Investigation or enquiry to the Superintending Engineer concerned indicating the extent. It any to which the default has been committed with a note that necessary deduction from the contractors bill be made and the wages and the other due be paid to the labour concerned.

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

Any person aggrieved by the decision and recommendation of the Labour Welfare Officer or their person so authorized may appeal against such decision to the Labour Commissioner within 30 days from the date of decision forwarding simultaneously a copy of his appeal to the Superintending Engineer concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

13. Inspection of Registers

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

14. Submission of return :-

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

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

WITNESS

CONTRACTOR

ADDENDUM TO CONDITION OF CONTRACT

TIME CONTROL.

2.1 Progress of work and re-scheduling programme.

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

2.1.2. Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-charge for approval and programme commensurate to clause no 2 showing the general methods, arrangements, and timing for all the activities in the works along with monthly cash flow forecast.

2.1.3. To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, 1/4th of the whole of the work before 1/4th of the whole time allowed under the contract has elapsed, 1/2 of the whole of the work before 1/2 of the whole time allowed under the contract has elapsed, 3/4th of the whole of the work before 3/4th of the whole time allowed under the contract has elapsed.

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

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

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

2.2. Extension of the Completion date.

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

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

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

i. War,

ii. Abnormally bad weather or –

iii) Serious loss or damage by fire or iv) Civil commotion, local commotion of workmen, strike or lockout, officers any of the heads employed on the work or v) Delay on the part of other contractors or tradesmen engaged by Engineer-in-charge, in executing work not forming part of the contract. vi) In case of variation is issued which makes it impossible for completion to be achieved by the intended completion date without the contractor taking steps to accelerate the remaining work and which would cause the contractor to incur additional cost or

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

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

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

2.3. Compensation for delay.

2.3.1 If the contractor fails to maintain the required progress in terms of clause 2 or to complete the work and clear the site on or before the contract or extended date of completion he shall without prejudice to any other right or remedy available under the law to the Government on account of such breach pay as agreed compensation the amount calculated at the rates stipulated below as the Superintending Engineer (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every complied day /month (as applicable) that the progress remains below that specified in clause 2 or that the work remains incomplete. This will also apply to items or group of items for which a separate period of completion has been specified compensation @1. 5% per month for delay of work, delay to be computed on per day basis. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the tendered value of work or to the tendered value of the item or group of item of work for which a separate period of completion is originally given. The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with the Government. in case the contractor does not achieve a particular milestone mentioned in contract date, or the rescheduled milestone(s) in terms of clause 2.5 the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contract. However, if the contractor catches up with the progress of work on the subsequent milestone(s) the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s) amount mentioned against such milestone missed subsequently also shall be withheld. However no interest, whatsoever, shall be payable on such withheld amount.

2.5 Management of Meetings.

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

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

RELEVANT PROVISION IN THIS CONTRACT STANDS MODIFIED ACCORDINGLY.

SPECIAL CONDITION OF CONTRACT

1. DEFINITIONS

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

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

2 EARNEST MONEY DEPOSIT.

- i) Tenderers including Govt. undertakings are required to deposit earnest money @ 1% of the amount put to tender. ii) In case the contractor proposes to engage machineries and equipments as asked for in the tender document owned or hired but deployed outside the State, he /she is required to furnish additional 1% EMD as bid security. The entire bid security including the additional bid security shall stand forfeited in case the contractor fails to mobilize the machineries with stipulated time as per the tender document.

iii) The earnest money to be pledged in favour of the **Superintending Engineer, Bhanjanagar Irrigation Division, Bhanjanagar , Ganjam , Odisha** and may be in the following shape.

a) Deposit Receipt of any Schedule Bank.

b) National Savings Certificate.

c) Kisan Vikash Patra

iii) No Cash / Cheque payments are accepted.

iv) Earnest money given with one tender previously and submitted with other tender is not to be entertained.

3 TAX CERTIFICATES:

The tenderers are also required to furnish Xerox/attested copy of the valid PAN CARD, ITCC (if any), VAT/TIN along with tender documents failing which the tender may not be considered. The original are to be shown at the time of opening. The bidders registered out side the State are required to submit an undertaking in the form of an affidavit that they are not registered under the VAT Act in the state of Odisha as they have not started any business in the state and they have no liability under the act. But Bidder has to produce VAT clearance certificate in form VAT 612 before signing of the agreement.

4. VALIDITY OF TENDER:

4.1 Deleted.

4.2 The tenderer must furnish copy of Registration & VAT clearance certificate at the time of delivery of tender document other wise his/her bid shall be declared as non-responsible & shall be liable for rejection.

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

4.4 The tender which is not in the prescribed proforma and is not strictly in accordance with the terms and conditions of the tender call notice is liable for rejection.

4.5 Alternate tenders, conditional tenders and tenders containing indefinite terms will not be entertained. The tenders will be considered given special emphasis on the capability of the tenderer and the implements and earth moving machinery at his disposal for the work.

4.6 Rate quoted should be for finished items of work and for sufficiency as per the description of the schedule of quantity and specification and shall include all taxes including rent. VAT on works contract, royalty cess and general and incidental charges pertinent to the work, other charges of materials, octroi duty, ferry tolls, conveyance charges and other costs on account of land and building including temporary building required by the tenderer for collection of materials storage, housing of staff or other purpose for the work. The tender must quote the rate for each item of work to be included in contract and tenders containing indefinite terms such as estimate rate or at percentage basis shall not be considered. All rates must be for finished items of work unless otherwise mentioned in then tender schedule.

4.7 The units and rates in the tender should be written both in words and figures and in case of any discrepancy noted, the units and rates written in words will prevail. The rates should be quoted in Indian Currency.

i) The tenderer shall bear cost of various incidental sundries and contingencies needed by the work of all within the following or similar category.

- ii) Labour camps and hutments necessary to a suitable scale including contingency and sanitary arrangements medical aids thereon to the satisfaction of the health authorities.
- iii) Water arrangements for laborer as well as for the works. No claim for carriage for water whatsoever will be entertained.
- iv) Fees and dues levied by the Municipal and water supply Authorities.
- v) Suitable equipment and wearing apparatus for the labors engaged in risky operation.
- iv) Suitable fencing, barriers, signals, including parapet and electrical signal where necessary at works and approaches in order to protect the public and employees from accidents.
- vii) No compensation for any damage done by rain or by similarly action during execution of the works shall be paid.
- viii) The tender shall be written legibly and free from erasures, overwriting or correction of the figures. Corrections unavoidable should be made by scoring out the same and initialing dating and rewriting. The tender should show the total of each page and grand total of whole tender.

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

4.9 In order to qualify for consideration for award of the contract the tenderer should satisfy the Bid criteria as stipulated in the technical Bid. To substantiate the tenderer is required to submit authentic records duly certified by the Superintending Engineer of the Department in support of such experience.

4.10 Rate to be quoted by the contractor for various items of work should be consistent and rational. Tenders with in consistent rates and / or speculative rates shall be liable for rejection.

4.11 The payment for RA bill will be made in level section measurement and no string section measurement will be considered.

4.12 All the tenderer are required to submit along with their tenders declaration about the names of their relatives employed in Water Resources Department in the prescribed proforma appended. In case they have no relation in Water Resources Department a certificate to that effect shall have to be furnished.

4.13 An affidavit shall be furnished by the contractor at the time of submission of tender paper about the authentication of tender documents including E.M.D.

4.14 The conditions in this detailed tender call notice will form part of the agreement to be drawn by the contractor.

5 . AWARD OF CONTRACT

5.1 The tenderer whose tender is selected for acceptance shall within a period of fifteen days upon written intimation being given to him by Registered post deposit, initial security deposit so that the EMD and initial security deposit will be 2% (two percentage) +additional security 1% in case of machineries to be hired from outside, of the accepted tender amount and sign the agreement in the PWD form F-2 (Schedule SLV. No.61) for fulfillment of the contract in the office of the Engineer-in -charge. This initial security deposit together with the EMD and the amount of

5% deduction from each running bill as per F-2 agreement shall be retained as security deposit for the fulfillment of this contract. This security deposit will carry no interest.

Failure to enter into the required agreement and to pay the security deposit as above within the specified period shall entail forfeiture of the earnest money. No tender shall be finally accepted until the required amount of security money is deposited. The written agreement to be entered into between the Contractor and the Govt. shall be the foundation of the rights of both the parties and the contract shall be deemed to be incomplete until the agreement is first signed by the Contractor and then by the Superintending Engineer, the department will accept the initial security deposit in the accepted form prescribed in clauses as above pledged in favor of the Engineer-in-Charge and in no other form. The Security deposit deducted from each running bill will be 5%. If the contractor expresses his request in writing he will be permitted to convert the security deposit of 5% into interest bearing securities (for an amount not less than Rs. 10.00 lakh in each case which will be pledged in favour of the Superintending Engineer). Successful bidder registered under other state government/MES/ Railways/ CPWD has to register under the State PWD before signing of the agreement.

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

5.3. The earnest money deposited by the unsuccessful tenderers will be refunded as per relevant rules in force.

5.4. Special Class contractors shall employ under him one Graduate Engineer and two Diploma holders belonging to the State of Odisha. Likewise an 'A' Class contractor shall employ under him one Graduate Engineer or two Diploma holders belonging to state of Odisha. The employment of such graduate Engineer and Diploma holders under the Contractor shall be full time and continuous and they shall not be superannuated, retired, dismissed or removed personnel from any State Government/Central Government Service / Public Sector Undertakings /Private companies and firm or be ineligible for appointment to Govt. service. The contractor shall pay them monthly emoluments, which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Odisha.

The Chief Engineer Roads, Odisha may however assist the contractor with names of such unemployed Graduate Engineers and Diploma holders if the contractor seeks for such help. The name of such Engineering personnel appointed by the contractor who would be supervising the works should be intimated to the tender receiving authority along with each tender. Each bill of the contractor shall be accompanied by an employment roll of engineering personnel together with certificate of the Graduate Engineer or Diploma holder employed by the contractor to the effect that the work executed as per the bill has been supervised by him.

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

5.6 No tenderer is permitted to furnish their tender in his own manuscript paper.

6. OBSERVATIONS OF LAWS AND LOCAL REGULATIONS ACCIDENTS AND SAFETY MEASURES:

The Contractor shall observe all State and Local rules and regulations so far as they are relevant in controlling the operations involved carrying out the work and indemnify the Govt and employees of the Govt. against all suite losses, demands, actions, judgments and cost of every kind resulting from the commissions and omissions of the contractor and his employees in violation of the said rules and regulations.

6.1 Department for payment of the compensation under workmen's compensation act VI of 1923 on account of the workmen being employed by him and the full amount of compensation awarded by any competent court of law to the workmen will be recovered from the contractor and will be paid to the workmen as per direction of the court.

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

6.3 The contractor shall have to abide by the safety code introduced by the Govt. of India, Ministry of works. Housing and supply in their standing order No.44 to 50 dated 25.11.57.

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

6.5 In case of any damage to Govt. or public property or to the property owned to any persons of firms or bodies due to negligence or any such action of the contractor resulting in damage or stoppage or work thereby, the contractor shall be liable to be penalized to the extent of the assessed value of the damage or the out turn lost.

7. CHANGE OF ADDRESS OF CONTRACTOR:

The Contractor shall inform the Engineer and the Department any change of his postal address from time to time from the one given in the tender paper and authorize any person with due intimation to the Engineer-in-charge and the Department to receive instruction or communication from the Department on his behalf, failing which the said undelivered instructions and communications published in the notice board of the Engineer-in-charge shall be treated to be intimation to the Contractor and the same shall be binding on him. All the correspondence should be made in English.

8 ARCHAEOLOGICAL FINDINGS

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

09. CONTEMPORARY CONTRACTORS

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

10 TAXES:

a. The rates quoted by the Contractor shall be deemed to include VAT and other taxes including royalties of all materials that the contractor will have to purchase for performances of this contract.

b. During the course of contract period deductions of VAT on works contract turn over at the source, shall be made from each bill at such rate and conditions as may be required under the provision of Odisha VAT Act and Rules.

c. Sales Tax / VAT:

Amount equal to four percent (4%) of each RA bill of the contractor will be deducted towards VAT on works as amended by Odisha Value Added Tax (Amendment) ordinance 2005. In case any amendment to the existing provisions is made during the tenure of the contracts, the same will be applicable to this contract.

d. Income Tax:

One percent (1%) of the gross amount of each on going account will be recovered from the contractor towards Income Tax (Provisional or as advised by Income Tax Department)

11. INTEREST:

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

12. PLANS AND DRAWINGS:

The work has to be carried out in accordance with the Odisha detailed standard specification and relevant I.S. specification pertaining to the tendered items of work and specifications and special conditions appended here to Drawings will be supplied to the contractor to execute the work in general conformity therewith. These drawings will be supplemented by such additional, general and detail drawings or directions as may be considered necessary or desirable as the work progress. No claim will be entertained due to change of drawing. Where details shown on those drawings differ from the requirement of the specifications, the requirement of the specifications shall govern and the contractor shall not work without proper drawings, direction and instructions. He shall check all drawings carefully and bring to the notice of the Engineer-in-charge any error and **omissions** and discovered, where upon the Engineer-in-charge shall prepare revised additional drawings and specifications as may be required. All such additional general and detailed drawings will be binding on the Contractor under the same terms and conditions as provided in clauses of F2 agreement. The decision of the Engineer-in-charge with regards to specification is final, for which no compensation or claim will be entertained.

13. CONSTRUCTION PROGRAMME:

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

ii) If the revised construction programme is required on account of non-completion of work for which Extension of Time is required or for disruption of the execution in the stipulated period, the contractor

shall have to submit the same to the Engineer-in-charge along with the Extension of Time application, if extension of time is prayed for or immediately after disruption of the execution mentioning the clear reasons as the case may be, for revision of work programme. The decision of the Engineer-in-charge is final and binding on the contractor. The contractor shall arrange for additional shifts whenever necessary to suit the revised construction programme. No extra payment on this account is admissible. B. The contractor has to make adequate lighting arrangements for night works wherever necessary in fulfillment of the construction programme at his own cost and no extra payment on this account is admissible.

14. AVAILABILITY OF LABOUR:

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

15. SUSPENSION OF WORK:

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

16. ITEMS NOT COVERED IN THE SCHEDULE:

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

17. FORCE MAJOR:

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

18. TOOLS AND PLANT:

The contractor should arrange necessary tools, plant and machineries for the efficient execution of work at his own cost and the rates quoted should be inclusive of such charges. The department may lend on hire some machinery for use in the work subject to their availability on terms and condition as shall be specified by the Department from time to time and after execution of necessary agreement. But on the plea

of non supply of machineries by the Department, the works should not be delayed nor any compensation on such account is tenable nor will the contractor be eligible for any time extension on that score.

19. HAUL ROADS:

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

20 . DEPARTMENTAL STOCK MATERIALS:

The contractor may be issued stock materials as per terms and conditions specified under Clause - 8 of F-2 contract for bonafied use in the work. It shall be his responsibility to make all arrangements for proper transport, safe storage, watch and ward of materials and all other charges incidental there on. No payment shall be made on this account to the contractor separately. He shall be responsible for any loss or damage of departmental materials and machinery during transit and execution of work. The stock materials If any to be issued by the Department and details there of is annexed separately Annexure-IV.

21. CONSTRUCTION SHEDS:

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

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

22.2. Any slip debris and other foreign materials deposited on the working region on account of rains, flood or any other cause prior to and during the course of execution and till the work is completely taken over the department have to be cleared by the contractor at his cost. The rates quoted by the contractor shall be inclusive of all such contingencies.

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

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

23. SITE CLEARANCE:

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

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

25. OTHER CONTRACTORS:

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

26. ORDER BOOK:

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

27. CLAIM BOOK:

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

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

28. RULE TO VERBAL ORDER:

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

29. STATUTORY OBLIGATIONS OF CONTRACTOR:

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

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

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

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

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

30 DEPARTMENTAL RIGHT FOR DEVIATION IN QUANTITIES:

Right is reserved to make such increase or decrease in quantity or item of work mentioned in the schedule attached to the tender notice as may be considered necessary for satisfactory completion of the work and such increase or decrease shall in no way invalidate the contractor.

31. SAFETY OF MACHINERIES:

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

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

(a) In the event of the death, insanity, insolvency and imprisonment of the contractor or the contractor being a partnership or firm becomes dissolved or being a corporation goes into the liquidation, the contract may be terminated by notice in writing posted at the site of work and advertised in one issue of the local newspaper and all acceptable works shall be paid for after recovering all the contractors due to Govt. there from at appropriate rates to the person or persons entitled to receive and given dishonor-age for the payment.

(b) If the contractor becomes bankrupt or has a receiving order made against him or compound with his creditor or being a Corporation commence to be wound up not being a voluntary winding up for the purpose only an amalgamation or reconstruction or carry on its business under a receiver for the benefit of the creditors of any of them, the Department shall be at liberty. i) To give such liquidator receiver, or other person the option of carrying out the contract subject to his providing a guarantee for the due, faithful performance of the contract up to an amount to be determined by the Department. ii) To terminate the contract forthwith by notice in writing to the contractor or to the liquidator or receiver or to any person in whom the contract may become vested and to act in the manner as per prevalent clauses of F-2 contract.

33. MEASUREMENT OF EACH WORK SHALL TAKE AS FOLLOWS:

Before commencement of work initial levels and to determine the final measurement of the work, final levels of the ground / river bed and bank or structural work as the case may be, shall be taken in presence of the contractor. The contractor will satisfy himself about the correctness of the initial and final levels entered in the level book issued by the Engineer-in-charge and in token of the acceptance of the said levels the contractor shall have to sign in each page of level book in which the said levels are recorded. Basing on these levels, the gross quantity of work executed by the contractor shall be arrived.

After completion of the work the contractor shall be given a written notice to attend the final measurement. On receipt of the notice, the contractor must have to attend the final measurement failing which the measurement ex-parte shall be taken by the Engineer-in-charge which shall be binding on the contractor. In case of the abandonment of work, if it is decided by the Engineer-in charge that final measurements of executed work shall be taken, the same procedure shall be followed as in case of final measurement on completion of work. It is the responsibility of the contractor to make the site free from all problems to take measurement by the Superintending Engineer or his authorized officer. If, in the opinion of the Engineer-in-Charge, the site is not free from problem for measurement and the contractor does not take any corrective measures to get rid of same, the Engineer-in-Charge shall make the site free from problem to take the measurement at the cost of the contractor and to determine cost involved there of, certificate by the Engineer-in-Charge for the purpose, shall be conclusive and binding.

34.1. The Engineer-in-charge shall decide the contractual matters in accordance with codes, rules and acts in vogue which shall be binding on both parties.

35. REMOVAL OF CONTRACTOR'S MEN:

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

36. DETAILS CALL NOTICE BEING PART OF CONTRACT:

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

37. FAIR WAGES CLAUSE:

The contractor should abide the fair wage clause introduced by the Govt. and shall not pay less than the fair wages fixed by the Govt. to the laborer engaged by him in the work.

38. LABOUR LICENSE AND REGISTRATION:

The contractor is to furnish labour license as per the relevant labour Act and rules in force before signing the agreement, failing which execution of agreement will not be entertained.

39. QUALITY CONTROL AND TESTING:

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

40 TESTING OF THE STRUCTURES:

During execution of work, the contractor shall arrange the requisite equipments for testing of the work if found necessary at his own cost.

41 DEFECTS LIABILITY:

The contractor shall be responsible to make good of the defects at his own expense, which may develop or may be noticed before the expiry of one year from the certified date of completion and which is attributable to the contractor. All notices of such defect shall be given to the contractor promptly. In case, the contractor fails to make good of the defects, the Engineer-in-charge employ other persons/ agencies to make good of such defect, and all expenses consequent thereof and incidental thereto, shall be borne by the contractor. In the event Government takes over portions of works, as they are completed, the liability of the contractor under this clause for those portions shall extend to a period of one year from the actual date on which portions of the works are taken over to the possession of the Department.

42 ENGINEER-IN-CHARGE'S DECISION:

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

43. SETTLEMENT OF DISPUTE:

If the contractor considers any work demanded of him to be outside the requirements of the contract or considers any drawing record or ruling of the Engineer-in-charge, on any matter in connection with or arising out of the contract or carrying out of work to be unacceptable, he shall promptly ask the Engineer-in-charge in writing for written instruction or decision. There upon the Engineer-in-charge shall give his written instructions or decision within a period of thirty days of such request. Upon receipt of the written instruction or decision, the Contractor shall promptly proceed without delays to comply with such instruction or decision. If the Engineer-in-charge fails to give his instructions or decision in writing within a period of thirty days after being requested or if the contractor is dissatisfied with the instruction or decision of the Engineer-in-charge, the contractor may within thirty days after receiving instructions or decision of the Engineer-in-charge will approach to the higher authority who shall afford an opportunity to the contractor to be heard and to offer evidence in support of his appeal. The Authority shall give his decision within a period of thirty days after the contractor has given the said evidence in support of his appeal, which shall be binding upon the contractor.

44. RESOLUTION OF DISPUTES:

- a) All claims are to be settled by a Civil Court of Competent jurisdiction by way of Civil Suit.
- b) The contractor shall not be entitled to invoke Civil Suit until and unless he has completed the work or until the Govt. has made alternative arrangements for completion of work in question as the case may be.

c) The pendency of Civil Suit proceedings shall not dis-entitle the Government for completion of the work.

45. JURISDICTION OF COURT:

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

46.1. If any further necessary information is required, the Engineer-in-charge will furnish such information on written request, but it must be clearly understood that tender must be received in order and according to instruction / specifications appended herewith.

47. CLAUSE FOR ADDITIONAL SECURITY FOR UNBALANCED ITEMS:

Additional performance security shall be deposited by the successful bidder when the bid amount is seriously unbalanced i.e. less than the estimated cost by more than 10%. In such an event the successful bidder will deposit the additional performance security to the extent of the differential cost of the bid amount and 90% of the estimated cost in shape of National Savings Certificates / Kisan Vikash Patra/Deposit receipt of schedule Bank.

48. CEMENT:

The Cement manufactured inside the State of Odisha is to be used as mentioned in Technical Specification. (Refer clause 31 of condition of contract).

49. STEEL:

Reinforcement bar manufactured by Steel Authority of India Ltd. (SAIL) / RINL is to be used. (Refer clause 31 of condition of contract).

50. ROYALTY OF CONSTRUCTION MATERIALS:

Royalty of construction materials at the rate specified by the Government of Odisha will be recovered from the bills of contractor.

51. Labour Cess @ 1% will be recovered from the bills of the Contractor.