

BID IDENTIFICATION NO. ACERRICC-02/2026-27

GOVERNMENT OF ODISHA

DEPARTMENT OF WATER RESOURCES

RENGALI RIGHT IRRIGATION PROJECT



WATER RESOURCES DEPARTMENT, ODISHA

TECHNICAL BID DOCUMENT

(COVER-I)

FOR THE WORK

Name of Work- Improvement of Service Road from RD 22.900 km to 30.210 km including missing link 130 M of Narasinghpur Branch Canal of RRIP.

Amount put to tender: – Rs. 2,62,19,421.00

**ADDITIONAL CHIEF ENGINEER
RENGALI RIGHT IRRIGATION CIRCLE
CHOUDWAR**

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WATER RESOURCES DEPARTMENT, ODISHA

GOVT. OF ODISHA
DEPARTMENT OF WATER RESOURCES,
OFFICE OF THE ADDITIONAL CHIEF ENGINEER,
RENGALI RIGHT IRRIGATION CIRCLE, CHOUDWAR
Email Id – acerricchoudwar@gmail.com

'e' Procurement Notice No. ACERRICC-01/2026-27

The Additional Chief Engineer, Rengali Right Irrigation Circle, Choudwar, Cuttack on behalf of the Governor of Odisha invites **on line percentage rate bids** in double cover system for construction of the work as detailed below:

1. Name of the work : 03 Nos. of Civil works
2. Tender Cost : 169.31 lakh to 638.45 lakh
3. Bid Document Cost : 10,000.00 (on line) for each work
4. Bid Security : Varies from Rs 169313.00 to Rs.638455.00 (on line)
5. Class of Contractor : 'B' 'A' and 'Special' Class
6. Period of Completion : Varies from 9 to 15 calendar months
7. Other details are as follows;

Procurement Officer	Bid Identification No.	Availability of Tender On- line for bidding		Date of Opening of Technical Bid (Cover-I)
		From	To	
Additional Chief Engineer, RRIC, Choudwar	ACERRICC-01/2026-27 to ACERRICC-03/2026-27	07.07.2026 10.00 AM	27.07.2026 5.00 PM	28.07.2026 11.00 AM

8. For further details and on-line bidding, visit Govt. website www.tendersodisha.gov.in

sd/-
Additional Chief Engineer
Rengali Right Irrigation Circle
Choudwar

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**GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES
OFFICE OF THE ADDITIONAL CHIEF ENGINEER,
RENGALI RIGHT IRRIGATION CIRCLE, CHOUDWAR
E-mail- acerricchoudwar@gmail.com**

INVITATION FOR BIDS (IFB)

E-procurement Notice No. ACERRICC-01/2026-27

No. 561

Dated 01.07.2026

1. The Additional Chief Engineer, Rengali Right Irrigation Project, Choudwar on behalf of Governor of Odisha invites **on line percentage rate bids in double cover system** for the work detailed in the table below from the eligible class of contractors registered with State Governments & contractors of equivalent grade / class registered with Central Government / MES / Railways for execution of Civil works. The proof of registration from the appropriate authority shall be enclosed along with the bid. The registered bidders outside of Odisha State can participate in this on-line tender process after necessary portal enrolment, but shall have to subsequently undergo registration with appropriate authority of the Odisha State Govt. within a month of acceptance of bid.

2.

Sl. No.	Name of the work	Bid Identification No.	Estimated cost In Rs. Excluding GST	Bid security in Rs.	Class of bidder	Period of completion	Concerned Executive Engineer
1	Construction of Canal Service Road of Narsinghpur Branch Canal from RD 13370m to 19565m of Rengali Right Irrigation Project .	ACERRICC-01/2026-27	1,69,31,256.00	1,69,313.00 (on line)	B & A Class	09(Nine) calendar months including monsoon	S.E, Rengali Right Canal Division No. V, Athagarh
2	Improvement of Service road from RD 22.900Km to 30.210 Km including missing Link 130m of Narsinghpur Branch Canal of Rengali Right Irrigation Project.	ACERRICC-02/2026-27	2,62,19,421.00	2,62,195.00 (on line)	B & A Class	09(Nine) calendar months including monsoon	S.E, Rengali Right Canal Division No. IV, Badamba
3	Construction of Cross Drainage from RD 47.532 KM to RD 48.633Km of Darpani Branch Canal of Rengali Right Irrigation Project.	ACERRICC-03/2026-27	6,38,45,454.00	6,38,455.00 (on line)	A & Special	15 (Fifteen) calendar months including monsoon	S.E, Rengali Right Canal Division No. VII, Chandikhol

3. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in the website: www.tendersodisha.gov.in.

4. The Bidder shall transfer online required E.M.D./Bid Security amount specified for the work in the table

CONTRACTOR

7

SUPERINTENDING ENGINEER
R.R. CANAL DIVISION NO-IV, BADAMBA

above as part of its bid through a process as mentioned in the Bid document.

5. The Bidder shall transfer online cost of Bid document @ Rs. 10,000.00 for each work (Non-refundable) through the process as mentioned in the Bid Document.

6. The Bid documents will be available in the website: www.tendersodisha.gov.in for online bidding.

7. The bidder must possess compatible Digital Signature Certificate (DSC) of Class-II or Class-III.

8. Period of availability of tender On-line/ Date and time of bidding on-line/ Last date of seeking clarification/ Date of opening of tender etc. Details as follows –

Procurement Officer	Bid Identification No.	Availability of tender in the website: www.tendersodisha.gov.in for online bidding.		Last date for seeking tender clarification	Date & time of opening of the Tender in the office of the CE, RRIP, Dhenkanal	
		From	To		Technical Bid	Financial Bid
1	2	3	4	5	6	7
Additional Chief Engineer, Rengali Right Irrigation Circle, Choudwar	ACERRICC-01/2026-27 to ACERRICC-03/2026-27	07.07.2026 10.00 AM	27.07.2026 5.00 PM	20.07.2026 3.00 PM	28.07.2026 11.30 AM	To be intimated after evaluation of Technical Bid.

9. The Bidders should ensure clarity/ legibility of the documents uploaded by them to the portal. Non-submission of legible documents may render the bid non-responsive.

10. The authority reserves the right to cancel any or all bids without assigning any reason thereof.

Further details can be seen from the e-procurement portal <https://www.tendersodisha.gov.in>
Any addendum/ Corrigendum/ Cancellation to the above notice will be published in the Govt. website www.tendersodisha.gov.in

Additional Chief Engineer,
Rengali Right Irrigation Circle
Choudwar

Memo No.

Dated

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

Additional Chief Engineer

Memo No.

Dated

Copy submitted to the Engineer-in-Chief, Water Resources, Odisha/ Engineer-in-Chief, Procurement, Sechasadan, Bhubaneswar for favour of information & necessary action.

Additional Chief Engineer

Memo No.

Dated

Copy submitted to the CE RRIP, Dhenkanal/ CE JICA Project, BLB, Sukinda/ CE & BM, Brahmani Basin, Samal/ Additional Chief Engineer, RRIC, Dhenkanal/ Additional Chief Engineer, Angul Irrigation Circle, Angul for information with a request for wide circulation.

Additional Chief Engineer

Memo No.

Dated

Copy forwarded to the Director, Information & Public Relations Department, Odisha, Bhubaneswar for information & necessary publication in newspaper on or before 07.07.2026, 10.00AM.

Additional Chief Engineer

Memo No

Dated

Copy forwarded to the Head, State Portal Group, I.T. Centre, Odisha Secretariat, Bhubaneswar for information and necessary action. It is requested to hoist the tender call Notice in official web site of Govt. of Odisha <http://www.odisha.gov.in> on or before **10.00 AM of 07.07.2026.**

(Sent to mail Id – dstsec.or@nic.in from acerricchoudwar@gmail.com on 01.07.2026)

Additional Chief Engineer

Memo No

Dated

Copy to the Director Monitoring & Evaluation, Office of the Engineer-in-Chief, Water Resources, Odisha, Bhubaneswar to display the Tender Call Notice in the authorized Govt. website of Water Resources Department dowrodisha.gov.in on or before **10.00 AM of 07.07.2026.**

(Sent to mail Id – eicwr.od@nic.in & eic.proc.wr@gmail.com from acerricchoudwar@gmail.com on 01.07.2026)

Additional Chief Engineer

Memo No.

Dated

Copy to the Collector & District Magistrate, Cuttack /Collector & District Magistrate, Dhenkanal / All Superintending Engineers under RRIP / S.E, R&B Division, Dhenkanal / S.E, RW Division, Dhenkanal / S.E, Minor Irrigation Division, Cuttack/ S.E, Minor Irrigation Division, Dhenkanal / F.A.& C.A.O., RRCS Dhenkanal/ Liaison Officer, RRIP, Sechasadan, Bhubaneswar for information with a request for wide circulation.

Additional Chief Engineer

Memo No

Dated

Copy to the Notice Board.

Additional Chief Engineer

CHECK LIST TO BE FILLED UP BY THE BIDDER

Sl. No	Particulars	Reference to Clause no.	Whether furnished		Reference to up loaded file & Page no.
			Yes	No	
01.	Cost of tender paper Rs. 10,000.00 (online)	D.T.C.N Clause No. 3			
02.	E.M.D for Rs.2,62,195.00 (online)	D.T.C.N Clause No. 9			
03.	Copy of valid Registration Certificate	D.T.C.N Clause No. 6			
04.	Copy of GST Registration Certificate and GSTIN	D.T.C.N Clause No. 6			
05.	Copy of PAN Card	D.T.C.N Clause No. 6			
06.	No Relationship Certificate	D.T.C.N Clause No. 28			
07	Affidavit as per proforma	D.T.C.N Clause No. 31			

**OFFICE OF THE ADDITIONAL CHIEF ENGINEER,
RENGALI RIGHT IRRIGATION CIRCLE, CHOUDWAR**

CONTRACT DATA

A. GENERAL INFORMATION		
1	Bid Identification No.	ACERRICC-02/2026-27
2	Name of the Work	Improvement of Service Road from RD 22.900 km to 30.210 km including missing link 130 M of Narasinghpur Branch Canal of RRIP.
3	Officer inviting tender	Additional Chief Engineer, Rengali Right Irrigation Circle, Choudwar, Dist-Cuttack
4	Superintending Engineer concerned with head quarters authorized as Engineer-in-charge of this work.	Superintending Engineer, Rengali Right Canal Division No. IV, Badamba
5	Accepting authority	Additional Chief Engineer, RRIC, Choudwar
6	Estimated Cost put to tender	Rs. 2,62,19,421.00
7	Class of contractor	'B' & 'A' Class
B. BID INFORMATION		
7	Completion period assigned for the work	09 (Nine) calendar months including rainy seasons
8	On line bidding period	10.00 AM of 07.07.2026 up to 5.00 PM of 27.07.2026
9	Last date & time of submission of Bid	27.07.2026 up to 5.00 PM
10	Date, time and place of opening of Technical bid	On 28.07.2026 at 11.00 AM in the office of the Chief Engineer, Rengali Right Irrigation Project, Dhenkanal.
11	Cost of Bid document to be submitted online .	Rs. 10,000.00
12	Bid Security Amount to be remitted online	Rs.2,62,195.00
13	Additional performance Security	As per Clause-19 (iii) of DTCN
14	Initial Security	As per Clause-35 (i) of DTCN
15	Bid validity period	90 days from the last date of Bid submission
16	Currency of Contract	Indian Rupees (INR)
17	Language of Contract	English

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CHAPTER – 1
**DETAILED TENDER
CALL NOTICE**

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**GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES
OFFICE OF THE ADDITIONAL CHIEF ENGINEER,
RENGALI RIGHT IRRIGATION CIRCLE, CHOUDWAR**

DETAILED TENDER CALL NOTICE

Bid Identification No. ACERRICC-02/2026-27

On line percentage rate bids are invited in double cover system from eligible class of contractors as per contract data registered with the State Governments and contractors of equivalent Grade/class registered with Central Government / MES / Railways for execution of civil works on production of definite proof from the appropriate authority in prescribed form to be eventually drawn in P.W.D. **FORM P-1** for the work **“Improvement of Service Road from RD 22.900 km to 30.210 km including missing link 130 M of Narasinghpur Branch Canal of RRIP.”**

1. The registered bidders outside of Odisha State can participate in this on-line tender process after necessary portal enrolment but shall have to subsequently undergo registration with appropriate authority of the Odisha State Govt. within a month of acceptance of bid. **The adopted format for percentage rate is same as that of the form adopted for item rate tenders**, but the word “Item rate” shall be replaced by “Percentage rate” and the contract will be named as P-1. **Bids from Joint Venture are not allowed.**
2. The Bid documents are available in the official website of Government: <https://tendersodisha.gov.in> for the period for on line bidding as per contract data. **The last date and time of submission of Bid is as per contract data.**
3. The cost of Bid documents is to be remitted online for an amount as per contract data towards cost of each bid respectively.
4. The bid is to be submitted in **two covers**.
 - (i) Cover-I is to contain scanned GST Registration Certificate and GSTIN, scanned copy of registration certificate, PAN card, undertaking/certificates duly filled, affidavit, No Relation Certificate, work experience certificate and documents required as per the relevant clauses of this DTCN.
 - (ii) Cover-II is to contain the price bid duly filled in and signed by the bidder.
5. **The Technical Bid documents (Cover-I) will be opened** by the assigned officers on the date, time and place as per contract data in the presence of the bidders or their authorized representatives who wish to attend. The bidders who participated in the on-line bidding can witness opening of the bid from any system logging on to the portal away from opening place. In the event of the specified date of bid opening being declared a holiday, the bid will be opened at the appointed time and location in the next working day. Date, time and place of opening of Cover-II (Price bid) shall be intimated separately to those tenderers who will be found eligible after evaluation of Technical Bid.

6. The tender may not (at the discretion of the competent authority) be considered unless accompanied by scanned copies of valid **Registration Certificate** of Firms/S.S.I. unit/ EPM rate contract holder, **PAN Card, GST registration certificate and GSTIN and No Relation Certificate** as the case may be and the original certificates are to be produced if required in any subsequent date during processing of tender for verification. Scanned copies of work done certificates are to be furnished along with the tender obtaining from the Superintending Engineer concerned.

7. The **value of the work** tendered for is **Rs.2,62,19,421.00**

8.(a) **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 within a period of two years after his retirement from Government service without Government permission.

(b) The bidders shall prepare the technical bid documents and upload the scanned/ typed documents in **PDF format and BOQ in excel format** (or as specified in the portal) in appropriate place.

(c) The tender should be strictly in accordance with the provisions as mentioned in the tender schedule. Any change in the wordings will not be accepted.

(d) No bidder will be permitted to furnish their bid in their **own manuscript** papers. All information should be submitted online in English.

(e) Submission of **more than one tender** by a bidder for a particular work will liable for rejection of all such tender papers.

9. (a) The bidder shall remit the **EMD/ bid security online** as part of bid of the amount as specified in the Contract Data.

(b) **Contractors exempted from payment of EMD** will be able to participate in the tender by uploading the document for such exemption along with technical bid.

(c) **Price preference** will also be given to M/s Odisha Bridge Construction Corporation Ltd, M/s Odisha Construction Corporation Ltd. and other Govt. entities as per relevant Govt. Circulars for respective organizations.

(d) No Cheque/ Bank Draft / Cash Payment will be accepted towards Bid security/EMD. **The paper cost and bid security are to be remitted online and will be acceptable in no other form.**

(e) **Adjustment of earnest money** given with other tenders previously and submitted in other tenders shall not be entertained.

10. The work is to be completed in all respects within the **time period** as specified in the **Contract Data**. Bidders whose bid is accepted must submit a work programme at the time of execution of Agreement.

11. The bidder shall carefully **study the tentative drawings and specifications** applicable to the contract and all the documents which will form a part of the agreement to be entered into by the accepted bidder and detailed specifications for Odisha and other relevant specifications and drawings which are available with the bid document or with the concerned **Superintending Engineer** as per contract data. Complaint at a future date that plans and specifications have not been seen by the bidders shall not be entertained.

12. The **drawings** if any furnished with the bid are tentative and subject to revision or modification as tendered during the execution as per actual necessity and detail test conducted. But the tendered rate quoted by the bidder will hold good in case of such modification of drawings during the time of execution and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-Charge as and when required.

13. (i) By admission of a tender for the work, a tenderer will be deemed to have satisfied himself by actual **inspection of the site** and locality of the work, about the quality and availability of the required quantity of material including the medical aid, labour and food stuff etc., and that rates quoted by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted rates including labour and materials, octroi, other duties, lead, lifts, loading and unloading, freight for all 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 subordinates. After acceptance of the contract rate Government will not pay any extra charges for any reason in case the contractor claims later on to have misjudged as regard to availability of materials, labour and other factors. **The rates quoted by the Contractor shall be excluding GST.** GST as applicable for works contract shall be payable to Contractor on bill amount.

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

(iii) In the course of awarding a work, the Department may desire the analysis of the rate arrived for against any item(s) of work.

(iv) The offer of bidder shall be inclusive of cost of construction and maintenance of island, ferry service, fair-weather road, service road, Foot Bridge, pylon base, winch stand and derrick stand etc. as required for the work.

(v) Each bidder must quote percentage rate and be included in the contract. Tenders containing indefinite terms such as “as estimated rates or schedule of rates” will not be considered.

14. If any further necessary information is required the bidder can **seek clarification** on the bids within 7 days from the start date of bidding. The employer response for the queries raised by the bidder will be posted in the portal.

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

16. **BOQ in MS Excel format** shall be made available to the bidder through e-procurement portal. The bidder shall download that particular excel sheet and fill in the rates in figures at the appropriate locations. The line total amounts shall be calculated automatically and shall be visible to the bidder. The bidder is not supposed to change or modify the format of the excel sheet in any form. Bidders are to submit only the original BOQ updated by publisher after entering the relevant fields without any alteration/deletion/modification. Multiple BOQ submission shall lead to cancellation of bid. If the bidder does not fill rates for any items it will be considered that he has quoted the rates combined in some other items. In case of item rate tender bidders shall fill in their rates other than zero value in the specified cells. In the percentage rate tender the bidder quoting zero value is valid and will be taken as schedule of rates.

17. The bidder shall submit the documents in the designated locations of technical bid (Cover-I) and financial bid (Cover-II). Submission of bid documents shall be affected by using DSC of appropriate class and thus shall be in encrypted form. The bidder shall only submit single copy of the document. He is required to check the documents uploaded with the requirement asked for in the bid. Only after satisfying that all the documents have been uploaded, he should activate submit button. His bid shall not be considered responsive and action as per relevant clause shall be taken if he does not provide the required document or provides illegible documents. **Clarity of the document** may be ensured by taking out a sample printing. Bidders have to furnish original documents on demand.

18.(i) **The estimated cost is excluding GST.** The rates of item basing on which estimated cost has been derived are excluding GST on different components to arrive at such rates.

(ii) GST on works contract as applicable at the time of payment of bill shall be paid over the bill amount.

(iii) As the estimate accounts for the cost of cement excluding the cost of empty cement bags, **no deduction is to be made towards the cost of empty cement bags** from the contractor.

(iv) In percentage rate tender, the bidder will quote percentage excess/less up to two decimal point only. If he writes the percentage excess/less up to three or more decimal points, the **second** decimal point shall only be considered without rounding off. (vide Works Department O.M No- 7885 dtd. 23.07.2013.)

19.(i) 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 Superintending Engineer/ Executive Engineer and Divisional Accounts Officer (DAO) will remain present.

(ii) If the rate quoted by the SC and ST Category Contractor comes to the rate quoted by the L1 bidder (decimals 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 dtd. 11.10.1977 and modified by O.M. No 632 dated 09.01.2026 OF Works Deptt. the tender shall be finalized by the tender accepting authority through a transparent lottery system along with other category of contractors.

(iii) (Additional Performance Security in case of Abnormally Low Bids - ALBs)

(As per Works Department Office Memorandum No. 173/W Bhubaneswar dated 03.01.2026).

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

- I. Where the bid price is below 0% but not below 10% of the project cost put to bid.

No additional performance guarantee/security percentage is required.

- II. Where the bid price is below 10% but not below 20% of the project cost put to bid,
The additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price;
- III. Where the bid price is 20% or more below of the project cost put to bid.
The additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price.
- IV. The additional performance guarantee percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.
- V. The additional performance security shall be treated as part of the performance security.
- VI. Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and recommended to the competent authority of the Administrative Department for the approval of the Additional Performance Security (APS). An abnormally low bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Procuring Entity may, in such cases, seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the bid document. If, after evaluating the price analyses, the procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/ Proposal. However, it would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered as an abnormally low bid.

The applicable Additional Performance Security (APS) shall be in shape of N.S.C./ Post Office Savings Bank Account / Post Office Time Deposit Account / Kisan Vikas Patra Bank Guarantee in favour of Divisional Officer 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 of India (IRDAI) **within seven days of issue of letter of acceptance (LoA) by the Divisional Officer (by e-mail) to the successful bidder, otherwise the bid of successful bidder shall be cancelled. Further, proceeding for blacklisting shall be initiated against bidder.**

20. (i) All charges, fees, royalties payable under the local rule, Income taxes & Surcharges as applicable, labour cess etc. will be borne by the contractor. It is implied that the quoted **rates are inclusive** of such elements.

(ii) **Labour Welfare Cess @ 1%** will be deducted from the work bill of the contractor as per resolution No. 12653 dt. 15.12.2008 of Labour & Employment Department, Government of ODISHA. If any amendment made during the tenure of contract, the same will be binding on the contractor.

21. Request for raising and lowering the rates or dealing with any point in connection with the tender will not be considered.

22. **Conditional tenders** will not be taken in to consideration.

23. The tender containing **extraneous conditions** not covered by the tender 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.

24. It is allowed to **modify the bid** through the e-procurement portal. The bidder shall have to log in 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 latest bid only will be admitted. But the bidder should avoid modification of the bid at the last moment to avoid system failure or malfunction of the 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.

25. **Withdrawal of bid** is also allowed in the e-procurement portal. 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 officer inviting the bid and upload the scanned document from portal in respective bid. The system shall not allow any withdrawal after expire of the closure of the bid.

26. The e-procurement portal 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.

27. The bid for the work shall remain **valid for a period of 90 days** from the last date of submission of bid. If any bidder / tenderer withdraws his bid / tender before the said period or makes any modification in the terms and conditions of the bid, the EMD deposited at the time of submission of tender shall stand forfeited. Validity of bids can also be extended if agreed to by the bidder and the Department.

28. **No Relation Certificate**

The contractor shall furnish a certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above or Assistant /Under Secretary & above in the Water Resources Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money & the total security will be forfeited & he shall be liable to make good the loss or damages resulting for such cancellations.

29. While determining the validity of tenders the following points shall be taken in to consideration by the authority empowered to accept tenders and his decision in the matter shall be final.

(a) Any special condition which does not find place in the tender notice and which are not acceptable.

- (b) Indefinite conditions which will make it difficult for access to the financial implications.
 - (c) Tenders being incomplete in some important respects.
 - (d) Incomplete schedule of time for completion of the work.
 - (e) Tendered rates being unduly low and unworkable.
 - (f) Rates in different items of a tender being irrational.
30. The Department reserves the right of authority to reject any or all tenders received without assigning any reasons there of what so ever.
31. An **affidavit** shall be furnished by the contractor at the time of submission of tender paper about the authenticity of his tender documents. The scanned copy of the affidavit is to be uploaded through the e-procurement portal along with the technical bid. **The affidavit in original is to be submitted in the office inviting tender/concerned Superintending Engineer as per contract data.**
32. In case of any discrepancy in printing or omissions of statutory specifications or any other part or portion of the approved document during download of the bid document, the decision of the officer inviting the bid will be binding on the bidder.
33. The bid security (**earnest money**) **will be retained** and will be dealt with as per the terms and conditions of O.P.W.D. code. **The EMD will be refunded online as per the procedure for electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids.**
34. The **EMD will be forfeited** in any of the following cases.
- a) If the bidder withdraws the bid after bid opening during the period of bid validity.
 - b) If the bidder does not accept the correction of the bid price.
 - c) In the case of a successful bidder if the bidder fails within the specified time limit to
 - (i) Sign the agreement or
 - (ii) Furnish the required initial security/additional performance security.
 - d) If any of the statements, documents, certificate uploaded by the bidder through e-procurement portal, is found to be false / fabricated / bogus; the bidder will be black listed and his EMD / Bid Security shall be forfeited.
35. (i) The bidder/tenderer whose tender is selected for acceptance shall within a period of **seven days** upon intimation being given to him of acceptance of his tender make an **initial security deposit** in the form of **NSC/ Post Office Savings Bank Account/ Post Office Time Deposit Account/ Kisan Vikas Patra/ Deposit Receipt of Scheduled Bank/ Bank Guarantee in favour of the Divisional Officer 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 towards E.M.D/initial Security Deposit/ any other security deposit from the contractor or supplier** and in no other form and shall be **2% of the value of the accepted tendered amount** and sign agreement in the **P.W.D. form P-1** (Schedule XLV No.61) for the fulfillment of the contract in the office of the **Superintending Engineer, Rengali Right Canal Division No-IV, Badamba** as per contract data.

(ii) The security deposit together with the Initial Security money, additional performance security deposit and the amount withheld according to the provisions of **P-1** agreement shall be retained as **Security** for the due fulfillment of this contract. Failure to enter into the required agreement and to make the security deposit as above shall entail forfeiture of the earnest money. No **contract (tender)** shall be finally accepted until the required amount of initial security deposit and additional performance security deposit are received by the Engineer-in-Charge. The written agreement to be entered into 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 contractor and then by the proper officer authorized to enter into the contract on behalf of the Govt.

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

(a) The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading thereto & required amount of performance security including additional performance security.

(b) Standard P.W.D. Form **P-1** with latest amendments.

(iv) As concurred by Law Department & Finance Department In their U.O.R. No 848 dtd.21.05.97 J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where bidders/tenderers back out from the offer before acceptance of tender by the competent authority.

(v) The **security deposit (performance security)** to be 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 concerned Superintending Engineer)

36. The **security will be refunded after one year** on completion of the work in all respect provided the final bill is passed and will not carry any interest. Any defect noticed during the period of one year after the actual date of completion shall be rectified by the contractor at his own cost. Failure to comply such rectification, the cost involved to carry out the defective work shall be met from his dues available with Department. (Ref. works Deptt order No. 17823 /US dated. 11.10.2006).

37. The e-procurement portal system shall generate the award of the contract letter and intimate the bidder in his e-mail after acceptance of the tender. Before acceptance of tender, the successful bidder will be required to submit a **work programme** and milestone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on the part of the agency to achieve the milestone liquidated damage will be imposed.

38. The contractor shall sign as a token of final acceptance of the plans, sections and agreements for the work prior to take up the work for execution.

39. The date of commencement of work shall be as notified in work order.

40. On signing the agreement, the site will be handed over to the contractor for execution and completion of works in all respect.
41. No part of the contract shall be **sublet** without written permission of the concerned Superintending Engineer or transfer be made by power of Attorney authorizing others to receive payment on the contractor's behalf. Sub-contracting with prior approval shall not alter the Principal Contractors' obligations.
42. The authority reserves the right to make such **increase or decrease in quantity of items** of works mentioned in the scheduled attached to the tender notice as may be considered necessary for the satisfactory completion of the contract work. All such increase or decrease shall in no way invalidate/ vitiate the contract rates. The contractor shall not be entitled for any compensation on this account, except grant of extension of time where considered necessary.
43. The work may be **split up and distributed** among several contractors if considered necessary on the exigency of the circumstances of the work and the contractor is not entitled to any compensation on this account.
44. That for the purpose of **jurisdiction** in the event of any dispute if any, the contract would be deemed to have been entered into within the State of Odisha and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any place outside the State of Odisha.
45. 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**) to start the work.
46. The contractor shall be liable to fully indemnify the Department of any compensation under workmen compensation Act VII of 1993 on account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor. In the event of any claim sub-judice before any court of law, the claim amount shall be kept withheld till final disposal.
47. Contractor is required to abide by the **fair wages clauses** as introduced by Govt. of Odisha and will not pay less than the Fair wages fixed by Govt. to the labourers engaged by him for the work. The bidder has to furnish an undertaking to pay minimum wages to the labourers as fixed by the Government of Odisha from time to time.
48. In case of any **complaint by the labourer** 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 at fault, Superintending Engineer may recover such amount due in any form from the contractor and pay such amount to the labourer directly under intimation to the local labour office of the Govt. The decision of the Superintending Engineer is final and binding on the contractor.
49. The contractor will have to submit to the **concerned Superintending Engineer as per contract data monthly return of labour** both skilled and unskilled employed by him on the work.
50. The contractor should keep himself in touch with the Engineer-in-charge for smooth execution of the work and arrange adequate labour depending on the workload and working space available. No claim for detention for labour on any account will be entertained.
51. **No compensation** will be paid by the Department for any damage done by rain, flood, cyclone, earthquake & tide or by any other **natural calamities** during the execution of the work.

52. It should be understood clearly that no claim whatsoever 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.

53. The tenderer 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 dated 25.1.1957.

54. **The tenderer shall bear cost of 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 including ferry, tolls, conveyance charges and other cost on account of land and buildings including temporary building and temporary electric connection to work site as well as construction of coffer dam, construction of service road, diversion road and its maintenance till completion of work required by the tenderer for collection of materials, storage housing of staff other purpose of the work. No tenderer will however be liable to pay for temporary occupation of land owned by Govt. at the site of the work.

(b) Labour camps or hutments including conservancy and sanitation arrangements up to the satisfaction of the local health authorities should be arranged by the contractor.

(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 labour 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 contractor has to arrange adequate lighting arrangement for the work wherever necessary at his own cost.

55. In case of **delay in acquisition of land** handing over possession of work site no compensation will be admissible but extension of time will be allowed if applied in prescribed format within due time to keep the contract in force.

56. The department will have the right to supply at any time in the interest of the work **departmental material** to be used in the work and the contractor shall use such materials at the stock issue rate fixed by the Department by adding + 10 percentage in a particular item of work or market rate whichever is higher.

57. If a contractor **removes any Govt. material or stores 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 be in

addition to any other liability civil or criminal arising out of this contract be liable to pay penalty equivalent to (5) five times of the price of the materials cost. The penalty so imposed shall be recoverable at any time from the sum that may be due then or at any time thereafter become due to the contractor or from his security deposit or from his other available dues with the Department.

58. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in **I.S.I Code, Odisha P.W.D. Code, Bridge code and MORT&H** Specifications with latest revision / amendment are also binding on the part of the contractor.

59. Deduction of **income tax** at source and surcharge on income tax will be made from each running account bill for the work at the rate as per prevailing Income Tax rule.

(a) Prevailing rate of TDS on GST as applicable under Act on the gross amount of the bill will be deducted from the contractor's bill as tax deduction at source (TDS) as per rules.

(b) 1 % (One percent) of the gross amount of the bill will be deducted from the contractor bill towards **labour cess** as per Odisha building and other construction workers (RE & CS) rules 2002 and Amendment during 2008 and as amended by Govt. from time to time.

60. The contractor is required to pay royalty to Govt. towards use of minor minerals and produce such documents in support of its payment to the concerned Superintending Engineer with their bills, failing which the amount towards royalty of different materials as utilized by them in the work will be recovered from their bills and deposited in the Government revenue.

61. Schedule of quantities are accompanied in Cover-II (Price Bid). It shall be definitely understood that the Government do 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 omissions, deductions, additions or alternations shall in no way invalidate/ vitiate the contract and no extra monetary compensation will be entertained.

62. **Sample of stone, metal, chips**, sand, cement etc to be used are to be deposited noting the quarry under dated initial of the tenderer in the Office of the Concerned Sub-Divisional Officer before the procurement for testing and acceptance. The transportation & testing charges of construction materials will be borne by the contractor.

63. All preliminary works such as **vats, mixing platforms etc** are to be done by the contractor at his own cost. No payment will be made for benchmarks, level pillars, profiles, benching and leveling the ground where required. The rates to be quoted should be for finished items of works inclusive of such incidental items of works.

64. After the work is finished all **surplus materials and debris** should be removed from 100 Mtr. 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 shall be made **neat and clean** and this is inclusive of the rates quoted by him.

65. The contractor is to supply necessary labour and materials for the purpose of alignment lying recording of levels whenever required at his own cost.

66. The contractor should arrange necessary tools and plants such as Pumps, Excavator, Trucks, compressors, Tippers, batching plants, Concrete Mixer, steel shutter plates etc. required for the efficient execution work at his own cost. The installation and running charges of such plants and cost of consumables and conveyance are to be borne by the contractor. Any deviation from this may lead recession of contract.

67. In the event of delay in supply of design reasonable extension of time shall be granted on the application of the contractor. But no claim for monetary compensation will be entertained under any circumstances.

68. **Under no circumstances, interest is chargeable** for the dues or any additional dues, if any payable for the work.

69. **Prediction of flood/monsoon Damage:**

The contractor shall make his own arrangement at his cost to shift the machineries, equipments, materials, labourer and departmental machineries if hired by the contractor to a safe place prior to flood. The work shall have to be resumed after the flood come to normal. Extension of time for the completion of the work may be considered by the Department if the discontinuance of the work is beyond the reasonable attempts of the contractor to such eventualities.

70. The debris, sand and other materials, accumulated in the work area during flood 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 up with concrete by the contractor, gets filled up during the monsoon period with earth such removal will not be paid again. The contractor will have to re-excavate the same at his own cost.

71. It shall be distinctly understood that it is entirely the responsibility of the contractor to make such arrangements 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 any damages either during working season or during the flood. The department accepts no liability, what so ever for any damage or loss of men, materials, machinery and type of hindrance caused to the progress of work.

72. 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 such eventuality till completion and handing over the entire work to the Department.

73. Any damages caused by natural calamities should be done by the contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the contractor.

74. **Dewatering** from the foundation of structures 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 rate of respective items of work is inclusive of the dewatering. The term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation water.

75. The clause of printed form of **P-1** contract with latest addition/ deletion/ corrections/ substitution etc. will also be binding. Bidders are required to go through each **clause of P.W.D. Form P-1** carefully in addition to the clause mentioned herein before tendering. In case of ambiguity, the clauses of P.W.D Form **P-1** with latest amendments shall **supersede** the conditions of Detailed Tender Call Notice.

76. **No claim for idle labour, machinery etc.** on any account will be entertained by the Department.

77. The Contractor shall inform the Engineer-in-charge and the Department any **change of his postal address** from time to time from the one given in the 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 then notice board of the Engineer-in-charge shall be treated to be intimation to the Contractor and the same shall be binding on him.

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

79. 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.

80. 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 Executive Sub-ordinate, 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.

81. 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 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.

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

(b) Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in the office of the **Additional Chief Engineer, Rengali Right Irrigation Circle, Choudwar/** office of the concerned Superintending Engineer during office hours except on Sundays and Public Holidays till last date of on-line bidding period. Interested bidders may obtain further information at the same address. But it must be clearly understood that the bids must be received in order and according to the instructions

83. (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 **P-1** contract.

84. The contractor shall on the written direction of the Superintending Engineer immediately **remove from the works any person** employed thereon, who may, in the opinion of the Engineer-in-charge, be

incompetent or has misconduct himself. Such person shall not be employed again on the works without the written permission of the Engineer-in-charge.

85. 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.

86. The bidder should arrange the materials like Steel, Cement, paint and bitumen etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the bidder due to delay in procurement of materials.

87. The contractor should at his own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance.

88. No extra payment will be made for the jungle clearance for taking earth from the borrow areas. Earth work from cutting shall be economically utilized in filling.

89. The machineries, if available, with the department may be supplied on hire as per normal hire charges of Government in force at the time of execution of work subject to the condition that the contractor will execute in advance an agreement with the Engineer-in-Charge.

90. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg. The Cement of the companies having their own manufacturing units in the State of Odisha is to be used in all works.

91. All reinforcement steel and structural steel shall be procured from manufacturers as notified by Works Department, Govt. of Odisha from time to time. The notes on steel in the Scheduled of Rates of Works Department are applicable.

92. No claim for carriage of water what-so-ever will be entertained as this has been included in the estimate and the bidder has to quote his / their rate accordingly.

93. It is the responsibility of the contractor to procure and store explosive required for blasting operation. Department may render necessary possible help for procuring license.

94. For diversion road the contractor will have to make his own arrangement to make the same in private land if necessary for which agreement of such land by the side of C.D. works and the rental charges for such private land shall be borne by the contractor including the proper maintenance with lighting arrangements during the night time and signaling during day time and barricading etc. till the C.D. works are opened to the traffic. No extra cost will be paid to the contractor for the above rental charges etc. His rate in the tender shall include this arrangement, rental charges for the land and maintenance, lighting and removal of such temporary road crust from the private land to bring the land to its original condition etc. complete.

95. The contractor has to arrange the land required for borrowing earth if necessary for the work at his cost. No extra payment by the Department will be made on this account and no claim what-so-ever will be entertained on this ground. The rate quoted by the contractor should be inclusive of all such charges.

96. The rate quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrow areas land, approach road to the work site etc. are the responsibility of the contractor. The materials, borrow areas and hutments at site should be arranged by the contractor at his own cost. No future complaint on this account shall be entertained.

97. Number of tests as specified in I.R.C./MoRT&H/I.S.I specification required for the construction of

roads /bridges / buildings or any other structural works will be conducted in any Govt. Test House / Departmental laboratories/reputed material testing laboratory as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection / transportation of samples /specimens etc. will be borne by the contractor. The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor.

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

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

99. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.

100. A contractor may be black listed as per amendment made to Appendix XXXIV to OPWD Code Vol.-II on rules for black listing of Contractors vides letter no.3365 dt.01.03.2007 of Works Department, Odisha.

A Contractor may be blacklisted due to

- (a) Misbehavior/threatening of Departmental & supervisory officers during execution of work/tendering process.
- (b) Involvement in any sort of tender fixing.
- (c) Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
- (d) Persistent and intentional violation of important conditions of contract.
- (e) Security consideration of the State i.e. any action that jeopardizes the security of the State.
- (f) Submission of false/ fabricated / forged documents for consideration of a tender.
- (g) Non submission of Additional Performance Security (APS) within stipulated period as specified in Clause 19 (iii) of DTCN

101. Registration in the Contractors Data Base Management System (CDMS) available at www.cdmsodisha.gov.in by all contractors is mandatory as per Appendix-IX(A) of OPWD Code Volume-II

102. **Resolution of Dispute**

- (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 non-entitle the Government for completion of the work.

103. **General instructions to Contractors:**

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

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

104. **Definitions**

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

- a) Approved / Approval – Means approved in writing.
- b) Construction Plant – Means all equipments, appliances or things of whatsoever nature required for the execution or completion, maintenance of the works or temporary works but does not include materials or other things intended to form or forming part of the permanent work.
- c) Contract – means the 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 **concerned Superintending Engineer as per contract data** and such other drawings as may from time to time be furnished or approved in writing by the Engineer-in-Charge.

- f) Engineer-in-Charge—Means the Superintending Engineer, in-charge of the work specified or parts of the works under the contract, or such other departmental assistants or sub-ordinates to whom the Superintending Engineer, in-charge may have delegated certain duties, acting separately within the scope of particular duties entrusted to them.
- g) Government – Means Government of Odisha, Department of Water Resources.
- h) I.S.S./ B.I.S. – Means Indian Standard Specifications / Bureau of Indian Standard.
- i) Temporary Works – Means all temporary works of every kind required for the performance of the contract.
- j) Specification – Whenever the 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.
- k) Year - Means Financial Year.

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CHAPTER – 2
**INFORMATION AND
INSTRUCTION TO BIDDERS**

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1. Preparation of Tender Documents

The intending tenderer shall log in to the e-procurement portal identified as <http://tendersodisha.gov.in> and download the technical bid (Cover-I) and price bid (Cover-II) in shape of a bill of quantity in MS Excel format. As per the requirement of the bid document the bidder will fill up the required information and fill up the rate/percentage rate in figures on the bill of quantity in MS Excel sheet. The bidder is to scan his registration certificate, GSTIN, PAN Card, Affidavit, labour license, No relation certificate and certificate issued by competent authorities required for full filling the minimum qualification criteria specified in the bid document for the work. The bidder is also required to scan the RC books and other papers relating to the machineries and other documents as specified in the bid document.

2. Method of submission of Tender Documents

2.1 The tenderer shall upload the scanned copy / copies of the documents and information as per requirement of the bid document through the e-procurement portal. All documents and scanned copies are to be uploaded in the designated location of the technical bid (Cover-I) except the filled-up bill of quantity in excel sheet. The filled up intelligent bill of quantities in Excel format will be uploaded in the designated location of price bid (Cover-II). The bidder is required to upload the required documents in appropriate location of Technical and Financial bid failing which the bid will be rejected. All the uploaded documents should be clear and legible. Before activating the submit button, the clarity of the document may be ensured by taking out a sample copy. In the e-procurement tendering system the bidder is required only to submit the required information as per bid document instead of submitting the entire technical bid document. The "online" bidder shall digitally sign on all statements, documents, clarifications uploaded by him owning responsibility for their corrections / authenticity. If any of the information furnished by the bidder is found to be false / fabricated / bogus, the bidder will be black listed and his EMD / Bid Security forfeited.

2.2 The information required as per bid documents may be provided in the specified format annexed to the bid document.

2.3 If the intending tenderer is an individual, the documents shall be digitally signed by the individual while uploading the tender through e-procurement portal.

2.4 If the intending tender is a proprietary firm, it shall be digitally signed by the proprietor while uploading the tender through e-procurement portal.

2.6 If the intending tenderer is a firm in partnership, it shall be digitally 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 technical bid documents.

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

2.8 All witnesses and sureties shall be persons of status and probity and their full names, occupation and address shall be stated below in the appropriate place.

2.9 Provision of **payment of escalation** is applicable only in accordance with the details given in Clause-31 of Conditions of Contract.

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

3. **Opening of Tender Documents.**

The technical bid documents will be opened on the date, time and place as per contract data by the assigned openers in the presence of tenderers or their authorized representatives, who wish to be present.

4. The contractor 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. The Engineer- in-charge would be responsible for ensuring the quality of the materials supplied. The contractors would, however, be responsible for procurement of materials from authorized sources and voluntarily disclose the source of procurement for the purpose of billing. Besides, the bidder would be required to submit the details of quarry for procurement while submitting the bids.

5. The **foundation level** as indicated in the body of the departmental drawing is purely tentative and for the general guidance only. The Department have no responsibility for the suitability of actual strata at the foundation level. The contractor has to conduct his own boring before starting the work and get the samples tested at his own cost to ascertain the S.B.C. and credibility of the strata at foundation level. While quoting his rates for tender, the contractor shall take into account of the above aspects.

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

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

8. The tenderer should conduct **three bores at each pier** and SBC of soil at foundation level and abutments location and furnish the test results in conformity with IRC code at his own cost before execution of the work and rates quoted by the contractor should be inclusive of such bores and SBC tests etc without any extra cost to the Department.

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

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

1. This office memorandum consists of the procedural requirement of e-procurement and shall be made part of the Detailed Tender Call Notice or Instruction to Bidder for all "works" tenders hoisted in the portal.

2. The e-procurement portal of Government of Odisha is "[https:// tendersodisha.gov.in](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 10 lakhs or above in the e-procurement portal. This will be applicable across all Engineering Departments such as Works Department, Department of Water Resources, Rural Development and Housing & Urban Development Department. Government of Odisha also welcomes hoisting of tenders by any other departments, authority, corporations, local bodies etc. of the State with prior approval from Works Department. Works Department is the Nodal Department for the implementation of e-procurement in the State.
7. The e-procurement shall be operated compliant to relevant provisions of OGFR/OPWD code / Accounts code / Government statues including any amendments brought from time to time to suit to the requirement of the best national practice.
8. Registration in the e-procurement portal is without levy of any charges but Government reserves the right to levy any charges for such value-added services in future.
9. Contractor not registered with Government of Odisha, can participate in the e-Procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State.
10. For the role management "Department" is the Administrative Department, Organisation or wing is the Additional Chief Engineer or highest tender accepting authority or equivalent officer, Division is the Superintending Engineer or equivalent officer and Subdivision is the Assistance Executive Engineer or equivalent officer.
11. The e-Procurement software assigns roles for operation of the module for specific function. The terminologies used in the portal and their respective functions in the software are as follows.
 - 11.1 Application Administrator (NIC & State Procurement Cell)
 - i. Master Management
 - ii. Nodal Officer Creation
 - iii. Report Generation
 - iv. Transfer of Officer's login ID
 - v. Blocking & unblocking of officer's and bidder's login ID.
 - 11.2 Nodal Officer (At organization level not below the Superintending Engineer or equivalent rank)
 - i. Creation of Users
 - ii. Role Assignment
 - iii. Report Generation
 - iv. Transfer of Officer's login ID
 - v. Blocking & unblocking of officer's Login ID.

- 11.3 Procurement Officer-Publisher (Officer having tender inviting power at any level)
 - i. Publishing of Tender
 - ii. Publishing of Corrigendum / addendum / cancellation of Tender
 - iii. Bid Clarification
 - iv. Uploading of Pre-Bid minutes.
 - v. Report generation.
- 11.4 Procurement Officer-Administrator (Generally sub-ordinate officer to Officer Inviting Tender)
 - i. Creation of Tender
 - ii. Creation of Corrigendum / addendum / cancellation of Tender
 - iii. Report generation.
- 11.5 Procurement Officer Opener (Generally sub-ordinate officer to Officer Inviting Tender)
 - i. Opening of Bid
- 11.6 Procurement Officer Evaluator (Generally Sub-Ordinate Officer to Officer Inviting Tender)
 - i. Evaluating Bid
- 11.7 Procurement Officer-Auditor (Procurement Officer Publisher and / or Accounts Officer / Finance Officer)
 - i. To take up auditing
- 12. NOTICE INVITING BID (NIB) or INVITATION FOR BID (IFB) :
 - 12.1 The Notice Inviting Bids (NIB) and Bid documents etc., shall be in the Standard formats as applicable to conventional Bids and will be finalized / approved by the officers competent as in the case of conventional Bids.
 - 12.2 The officers competent to publish NIB in case of conventional Bids will host the NIB in portal. Simultaneously, a notification should also be published in the newspapers, as per existing rules preferably, in the following format, to effect economy:-

Government of Odisha “e” procurement Notice

Bid Identification No. -----

- 1. Name of the work:
- 2. Amount Put to Tender: `
- 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](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 schedule of quantities / BoQ in .xls format to be uploaded by the Officer Inviting Tender.

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

i. BASIC DETAILS

ii. COVER CONTENT: The Procurement Officer Administrator should briefly describe the same 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 / Prequal / Technical / Finance	GSTIN, PAN, Contractor RC,	.pdf
		Affidavits, undertakings and any other document as per SBD/DTCN	.pdf
		BoQ	.xls

(b) For Double Cover / Packet:

Sl. No.	Cover Type	Document Description	Type
1.	Fee / Prequal / Technical	GSTIN, PAN, Contractor RC	.pdf
		Affidavits, undertakings and any other document as per SBD/DTCN	.pdf
		BoQ	.xls
2.	Finance	Special condition if any specifically mentioned by Office 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 'Bid Security Declaration' in lieu of EMD amount to be paid online as per Work Department Office Memorandum No. 17254/W dated 05.12.2017 & Finance Department OM No.8943/F dated 18.03.2021 as laid down in DTCN/SBD.

The Bidder shall also have to furnish as part its Bid, the Additional Performance Security (if any) as per the Work Department Office Memorandum No. **173/W dtd. 03.01.2026**.

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

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

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

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

15. PARTICIPATION IN BID:

15.1 PORTAL REGISTRATION: The Contractor / Bidder intending to participate in the bid is required to register in the portal using his / her active personal / official e-mail ID as his / her Login ID and attach his / her valid Digital Signature Certificate (DSC) to his / her unique Login ID. He / she has to submit the relevant information as asked for about the firm / contractor. The portal registration of the bidder / firm is to be authenticated by the State Procurement Cell after verification of original valid certificate / documents such as (i) PAN and (ii) Registration Certificate (RC) / GSTIN (for procurement of goods) of concerned bidder. The time period of validity in the portal is at par with validity of RC / GSTIN. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participate in the 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 service contract for operation of e-Procurement system in the State or his / their subsidiaries or their parent companies shall be ineligible to participate in the procurement process that are undertaken through the e-Procurement system irrespective of who operates the system.

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

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

15.4 CLARIFICATION OF 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 the 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 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 transfer the tender paper cost online, as part of its Bid, as mentioned under DTCN/SBD through a process mentioned in Work Department Office Memorandum No. 17254/W dated 05.12.2017.

15.6.2 Also the Bidder shall transfer the EMD/Bid Security online as part of its Bid as mentioned under DTCN/SBD through a process mentioned in Work Department Office Memorandum No. 17254/W dated 05.12.2017.

The Bidder shall also have to furnish as part of its Bid, the Additional Performance Security (if any) as mentioned in the DTCN/SBD and as per the Para-3.5.5 (V) of Note-II of OPWD Code, Vol.-I modified by Work Department Office Memorandum No **173/W dtd. 03.01.2026**.

15.6.3 DELETED.

15.6.4 The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 5 days of opening of the tender. In the eventually 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 L-1 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 DELETED.

16. SUBMISSION OF BID:

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

16.2 Bidder are to submit only the original BoQ (in .xls format) uploaded by Procurement Officer Publisher (Officer Inviting Tender) after entering the relevant fields without any alternation / 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 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 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 defect the time of log in of each user including the Bidder.

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

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

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

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

16.5.7 The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.

16.5.8 The bidder is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantity duly filled in. it is not necessary for the part of the Bidder to upload the drawings and the other Bid documents (after signing) while uploading his bid. It is assumed that the bidder has referred all the drawings and documents uploaded by the Officer Inviting the Bid.

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

16.6 **SIGNING OF BID:** The 'online bidder' shall digitally sign on all statements, documents, certificates uploaded by him, owing 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 of traffic jam of 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 no-responsive tender the officer inviting tender should complete the e-Procurement process by uploading the official letter cancelled / re-tender.

20 EVALUATION OF BIDS:

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

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

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

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

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

20.6 The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officers-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 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 bidder's name, bid prices, item wise rates, total amount of each item in case of tem rate tender and percentage above or less in case of percentage rate tender 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 the furnished. The issue of the letter of Acceptance shall be treated as closure of the Bid process and commencement of the contract.

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

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

23. BLOCKING OF PORTAL REGISTRATION:

23.1 If the Registration Certificate of the Contractor is cancelled / suspended by the registering authority / blacklisted by the competent authority his portal registration shall be blocked automatically on receipt of information to the 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 intimation to the defaulting bidder about his unsatisfactory reply and recommend to the Chief Engineer (Tech.) for blocking of portal registration within 10 days of intimation to the Registering Authority and concerned Chief Engineer/ Heads of Office if any of the following provisions are violated.

23.3.1 Fails to furnish original Technical documents before the designated officer within the stipulated date & 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 Engineer (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
Office 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 the Portal Registration shall in no case be less than 180 days. After blocking of Portal Registration, the Contractor whose Portal Registration has been blocked may file application to the concerned officer inviting tender showing sufficient ground for unblocking of his portal registration along with a Treasury Challan showing deposit of `10,000/- (Rupees ten thousand) only (non-refundable) under the head of accounts '0059 – Public Works' as processing fees. The officer inviting tender shall forward the application filed by the contractor to the Chief Manager (Tech), State Procurement Cell.

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

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

Procedure for Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids (Works Department O.M. No. 17254/W dated 05.12.2017)

1. The State Government have formulated rules and procedures for Electronic receipt, accounting and reporting of the receipt- of Cost of Tender Paper and Earnest Money Deposit on submission of bids through the e-procurement portal of Government of Odisha i.e. "<https://tendersodisha.gov.in>".
2. Electronic receipt of cost of tender paper has been successfully tested through SBI payment gateway. Now it has been decided to introduce electronic receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids through payment gateway of designated banks such as SBI/ICICI Bank/HDFC Bank for all Government Departments, State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc. in phases (ANNEXURE-I). The process outline as well as accounting and reporting structure are indicated below :
 - a) It will be carried out through a single banking transaction by the bidder for multiple payments like Cost of Tender Paper and Earnest Money Deposit on submission of bids.
 - b) Various payment modes like Internet banking/ NEFT/RTGS of Designated Banks and their Aggregator Banks as well can be accessed by the intending bidders.
 - c) Reporting and accounting of the e-receipts will be made from a single source.
 - d) Credit of receipts into the Government accounts and to the designated Bank account of the participating entities indicated in Para 2 above would be faster.
3. Only those bidders who successfully remit their Cost of Tender Paper and Earnest Money Deposit on submission of bids would be eligible to participate in the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure.
4. Banking arrangement:
 - a) Designated Banks (SBI/ICICI Bank/HDFC Bank) payment gateway are being integrated with e-Procurement portal of Government of Odisha (<https://tendersodisha.gov.in>)

b) The Designated Banks participating in Electronic receipt, accounting and reporting of Cost of Tender Paper on submission of bids will nominate a Focal Point Branch called e-FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.

5. Procedures of bid submission using electronic payment of tender paper cost and EMD by bidder:

a) Log on to e-Procurement Portal: The bidders have to log onto the Odisha e-Procurement portal (<https://tendersodisha.gov.in>) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now, submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.

b) Uploading of Prequalification/Technical/Financial bid: The bidders have to upload the required Prequalification /Technical/Financial bid, as mentioned in the bidding document and in line with Works Department office memorandum no.7885, dt.23.07.2013.

c) Electronic payment of tender paper cost : Then the bidders have to select and submit the bank name as available in the payment options

i. A bidder shall make electronic payment using his/her internet banking enabled account with designated Banks or their aggregator banks.

ii. A bidder having account in other Banks can make payment using NEFT/RTGS facility of designated Banks.

• Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.

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

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

6. Settlement of Cost of Tender Paper;

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

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

c) Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc., Cost of Tender Paper, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC).

The MIS will contain an abstract of the cost of tender paper collected with reference to Bid Identification Number. The State Procurement Cell shall generate Bank-wise list of challans and instruct the designated Banks to remit the money through the Odisha Treasury portal. The cost of tender papers will be credited to the registered Bank account of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc.

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

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

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

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

8. Forfeiture of EMD:

Forfeiture of Earnest Money Deposit on submission of bid of defaulting bidder is occasioned for various reasons.

a) In case the Earnest Money Deposit on submission of bid is forfeited, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority.

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

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

9. Role of the Banks:

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

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

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

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

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

10. Role of State Procurement Cell:

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

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

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

d) State Procurement Cell shall monitor the progress of e-Tendering by different Government departments / State PSUs/ Autonomous Bodies / ULBs through an MIS. State Procurement Cell shall monitor and send monthly progress reports to the Government.

e) The e-Procurement system will generate a consolidated refund & settlement XML file as an end of the day activity.

f) e-procurement system will provide a web service for payment gateway (PG) provider to pull the encrypted refund and settlement details in XML file against a day.

g) Similarly, payment gateway (PG) provider will provide a web service to pull the refund and settlement status against a day

h) e-procurement system will update the status accordingly for reconciliation report.

11. Role of National Informatics Centre:

a) Customize e-Procurement software and web-pages of Government of Odisha (<https://tendersodisha.gov.in>) to enable the provision for electronic payment.

b) The NIC, Odisha will modify / rectify the errors in electronic data relating to the Chart of Account.

c) NIC will provide an interface to organizations to download the electronic receipt data.

d) Enable automatic generation of daily XML files from e-Procurement system and ensure delivery of the same to the authorized Banks for enabling automatic refund/settlement of funds.

e) NIC shall enable the e-Procurement portal to generate MIS as required for the State Procurement Cell in order to make remittance of the tender paper cost to the State Government account using the Odisha Treasury portal.

12. Role of Cyber Treasury:

a) The cost of the tender paper deposited by the SPC using the Odisha Treasury Portal which will be accounted for by the Cyber Treasury and it shall submit the accounts to A.G (O) as per the established process.

b) The Cyber Treasury will provide MIS as required to the SPC for the purpose of accounting and reconciliation of the electronic remittances made to the State Government account.

13. Redressal of Public grievances:

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

14. Applicability and modification of existing rules / orders:

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

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

ANNEXURE - I

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

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

<p>State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies.</p>	<p>I. In case of State PSUs, Statutory corporations, Autonomous Bodies and Local Bodies etc. the amount towards Cost of Tender Paper, on submission of bids shall be collected in separated pooling accounts opened in Focal Point Branch called e-FPB of respective designated Banks at Bhubaneswar on T+1 day.</p> <p>II. The Paper cost will be transferred to the respective current accounts of concerned State PSUs, Statutory Corporation, Autonomous Bodies and Local Bodies etc. after opening of bid.</p>	<p>I. Amount towards EMD on submission of bids shall be collected in a separate pooling account of Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's account on receipt of instruction from TIA through refund and settlement of e-procurement system within two working days from receipt of such instruction.</p> <p>II. In case of forfeiture of Earnest Money deposit on submission of bids, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority within two working days of receipt of instruction from TIA.</p>
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CHAPTER – 3

ELIGIBILITY/ QUALIFICATION CRITERIA

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1. Eligibility Criteria

To be responsive, the contractor shall furnish the followings

- a) Cost of bid as per Clause-3 of DTCN.
- b) Bid Security/ EMD as per Clause-9 of DTCN.
- c) Copy of valid Registration Certificate.
- d) Copy of GST registration certificate and GSTIN
- e) Copy of PAN Card.
- f) No relationship certificate.
- g) Affidavit as per proforma.

2. Final Decision making authority

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

3. Further Clarification

The concerned Superintending Engineer as per contract data / **Additional Chief Engineer, Rengali Right Irrigation Circle, Choudwar** may be contacted during office hours on any working days for any further clarification. The bidder can also seek clarification through the portal within 7 days from start of sale of bid documents. The officer inviting the tender will respond for the queries raised by the bidder through the same portal.

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CHAPTER – 4

GENERAL RULES & DIRECTIONS

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ODISHA PUBLIC WORKS DEPARTMENT

(FORM P1)

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

GENERAL RULES & DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. The work proposed for execution by contract will be notified in a form of invitation to tender posted through Govt. website www.tendersodisha.gov.in

This notice will state the work to be carried out, the items and approximate quantities thereof as well as the date for submitting and opening tenders also the amount of earnest money to be deposited and the amount of the security deposit by the successful tenderer and the percentage if any to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the submission of tender signed for the purpose of identification by the Sub-divisional Officer/Superintending Engineer shall also be open for inspection by the contractor at the office of the Sub-Divisional Officer/Superintending Engineer during office hours.
2. In the event of the tender being submitted by a firm it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so.
3. Receipts for payment made on accounts of works, when executed by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
4. The memorandum of work tendered for and the memorandum of materials to be supplied by the Public Works Departments and their issue rates shall be filled in and completed in the office of the Sub-Divisional Officer/Superintending Engineer before the tender form is issued if a form is issued to an intending tender without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.
5. The amount of earnest money to be deposited will be 1%.
6. Any person who submits a tender shall fill up the usual printed form stating at what rate he is willing to undertake each item of the work. Incomplete tender and tender rate he is willing to undertake each item of the work specified in the said form of invitation to tender or which they contain any other conditions of any sort, or omit to note the time within which the work can be finished or which are not accompanied by the required earnest money will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more work shall submit a separate tender for each tender.

7. The Engineer-in-charge or his duly authorized assistant will open the tenders in the presence of any intending contractors who may be present at the time and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of tender being rejected the earnest money forwarded therewith shall there upon be returned to the tenderer by a pay order for the amount of the earnest money.
8. The Engineer-in-charge shall have the right of rejecting all or any of the tenders.
9. In the event of a tender being selected for acceptance the Engineer who opened the tenders will, if he is competent to accept the tender, inform the tenderer of the selected tender who shall there upon sign copies of the specification and other documents with the agreement. The tenderer of the selected tender shall also deposit the required amount of the security money within the prescribed time. If the tenderer fails to deposit the required amount of the security money within the prescribed time the Engineer-in-charge may reject the tender.
10. When a tender is selected for acceptance, the tenderer shall deposit the required amount of the security money to the Superintending Engineer. Government securities may be endorsed to the Superintending Engineer in lieu of cash deposit of the required amount of the security money. No tender shall be finally accepted until the required amount of the security money has been deposited.
11. The amount of security money to be deposited by the tenderer whose tender is selected for acceptance shall be 2 (two) percent of the accepted value of the work. Performance security may be made up by deduction of 5% of the amount of each payment to be made to him under clause of the condition of contract for work done under the contract. Cess/Taxes as per provisions of Government shall be deducted from the bills of tenderer.
12. When tender has been selected for acceptance and the required amount of the security money has been deposited, the Engineer shall scrutinize all pages of the form of item, Rate Tendered and Contract for works to see that the form has been properly filled up and signed by the contractor and the signature witnessed. He shall then, if he is competent to accept the tender, sign the acceptance of the tenders or if he is not so competent to, shall send the form for signature of the acceptance to the officer competent to accept it.
13. All tenderers are required to submit a list of works, which are in hand at the time of submitting their tenders. The list of works are required to be submitted in the proforma by the Superintending Engineer under whom he has executed the work in order to judge their past performance (vide Works Department Circular No. 15443 dt. 01.08.2005.)
14. The earnest money deposited is liable to be forfeited to Govt. if the tenderer backs out from the offer before acceptance of the tender by the competent authority.
15. T.D. S (Tax Deducted at Source) towards GST will be deducted at the rate prescribed by the Government from time to time.

TENDER FOR WORKS

I / We hereby tender for the execution for the Government of Odisha for the work specified in the under written memorandum at the rates specified therein in a period of **09 (Nine) Calendar months including rainy seasons** from the date of written order to commence and in accordance in all respects with the specifications designs and other documents referred to in rules there of and subject to the annexed conditions of contract and with such materials as are provided for by and in all other respects in accordance with such condition so far as applicable.

MEMORANDUM

a)	If several sub works are included they should be detailed in a separate list.	a)	Name of the work:	Improvement of Service Road from RD 22.900 km to 30.210 km including missing link 130 M of Narasinghpur Branch Canal of RRIP.
		b)	Name of the Contractor:	
		c). i.	Amount put to tender:	Rs. 2,62,19,421.00
		ii.	Agreement Amount:	
		iii.	Earnest money deposit :	Rs. 2,62,195.00
d)	The deposit will be 2% of the accepted value of work	d) i.	Initial Security deposit to be deposited before the commencement of the work:	This is 2% of the accepted bid amount needs to be deposited by the successful bidder before drawal of Agreement.
		ii.	Additional Performance Security:	As per Clause 19(iii) of DTCN
e)	This percentage deduction from bills will be credited to the contractor's security deposit	e)	Percentage to be deducted from bills:	5% (Five percent)
		f)	Time required for the work from date of written order to commence:	09(Nine) Calendar months including rainy seasons
		g) i.	Date of written order to commence:	
		ii.	Stipulated date of completion:	
		h).	Total number of items of work tendered for:	04(Four items)

Item No.	Item of work	RATE TENDERED		Percentage (Less/Excess)
		In figures	In words	
(Detailed separately in Bill of Quantities)				

Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed here to, so far as applicable, or in default thereof to forfeit

and pay to the Governor of Odisha or his successors in office the sums of money mentioned in the said conditions.

Dated the day of 20

Signature of the Contractor

Signature of the
Contractor before submission
of tender

Witness:

Signature of one
witness to Tenderer's
Signature

Address:

Occupation:

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

Dated the day of 20

Signature of the Officer by
whom accepted

CHAPTER – 5
CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

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

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 the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to $\frac{1}{2}$ % on the amount of the estimated cost if the whole work as shown by the tender for every day that the work remains un-commenced, 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 authorized agents are fully complied with by the contractor to the Superintending Engineer's satisfaction). And further to ensure good progress during 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 work before one fourth of the whole time allowed under contract has elapsed one half of the work, before one half of such time has elapsed and three-fourth of the work before three-fourth of such time has elapsed. In the events of the contractor failing to comply with the condition, 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 every day that the due quantity of work remains incomplete, provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed 10% on estimated cost of the work as shown in the tender.

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 SEs . satisfaction.

- (b) If there are possibilities of exceeding this compensation amount as mentioned in clause (a) 10% of the estimated cost or in any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit in the hands of Govt. (whether paid in one sum or deducted by installments) the Superintending Engineer on behalf of the Governor of Odisha, shall have power - To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Superintending Engineer shall be conclusive evidence) **20% of the value of left over work will be realized from the contractor as penalty.**

Action when whole security deposit is forfeited

Clause-3

In any case in which any of the powers, conferred upon the Superintending Engineer by clause 3 thereof, shall become exercisable and the same shall not be exercised the non exercise thereof shall not constitute a waiver of the conditions here of and such powers shall not withstanding be exercisable in the event of any failure cases if defaults by the contractor of which by any clause or clauses thereof 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 he may if he so desire, take possession of all or any tools, plants, materials & 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 all wing for the same in the account at the contract, rates, or in case of these not being applicable ; at current

Contractor remain liable to pay compensation if action not taken under clause-3

market rates to be certified by the Superintending Engineer whose certificate thereof shall be final; otherwise the Superintending Engineer may give notice in writing to the contractor or his clerk of the works, foreman or other authorized agent required him to remove such tools, plants, materials or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any requisition to 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 removal and the amount of proceeds and expense of any such sale shall be final and conclusive against the contractor.

Power to take possession of or require removal of or sell contractor plants

Clause – 4

If the contractor shall desire on extension of time for completion of the work, on the ground of his having been unavoidable hindrances 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 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 of time

Clause – 5 On completion of the work, the contractor shall be furnished with a certificate by the Superintending Engineer (here-in-after called the Engineer-in-charge) of such completion, but no such certificate be given, nor shall the work be considered to be complete until the contractor shall have removed from the area of 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 cleaned 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 PWD in accordance with the rules of the department whose measurements shall be binding and conclusive against the contractor the contractor shall fail to comply with the requirements of this clause as removal of scaffolding surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge may at the expenses of the contractor, remove such scaffolding surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt's as aforesaid and the contractor shall forth with 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 – 5 "If in the opinion of the Engineer-in-charge which shall be final and binding on the contractor occupation or utilization of a portion of the work completed in no way interferers with the progress for rest of the work, the same may be occupied or utilized by or on behalf of the Govt. under the written order of the Engineer-in-charge to get the defects of any rectified by the contractor at his (Contractor) own cost within six months from the date of completion of the whole work provided that the contractor will not be allowed any other concession either in the shape of extensions of stipulated period or any other monetary compensation on account of such occupation or use.

Clause – 6 A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month, and the Engineer-in-charge or his subordinate shall take the requisite measurement for the purpose of having the same verified and the claim as far as admissible' adjusted if possible before the expiry of ten day from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge or his subordinate shall measure up the said work in the presence of the contractor whose countersignature to the measurement list will be sufficient warrant

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

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 7% security is outstanding from each such payment shall be deducted so much, not exceeding 5% as may be necessary to make up the balance of the security. All such intermediate payments shall be regarded as payment 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 requiring or re-erected, or be considered as an admission of the due performance of the contract, or any part thereof in any respect, or the actual 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 the final settlement or adjustment of the accounts or otherwise, or in any other way vary or effect the contract.

Clause – 7 The final bill shall be prepared by the officers of the P.W.D. in accordance with the rules of department in the presence of the contractor within one month of the date fixed for completion of the work.

Clause – 8 **DELETED**

Clause - 9 The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and otherwise in every respect in strict accordance with the specification. The contractor shall also confirm exactly fully and faithful to the design, drawings & 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 hours and the contractor shall, if he so require be entitle at his own expense to make or cause to make copies of the specifications and of all such designs, drawings and instructions as aforesaid.

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

Sub clause – 9 The work should be done strictly in accordance with the relevant specifications of the I.S.I. Codes. If the work is not covered by the specification of I.S.I. it should be done in accordance with the provision in the Odisha Detailed Standard Specifications (O.D.S.S). In case, the work is not covered by O.D.S.S. the work should be executed as per the instruction of the Engineer-in-charge.

Clause – 10 The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawing, designs and instruction that may appear to him to be necessary advisable during the progress of the work and the contractor shall be bound to carry out the work in

Alteration in specification and designs

accordance with any instruction 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 respect on which he agreed to do the main work, and at the same time rates as are specified in the tender for the main work., The time for the completion of the work shall be extended in the proportion that the additional work includes bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportions. 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 being carried on and if such last mentioned class of work is not entered on the scheduled of rate 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 is it his intention to charge for such class of work, and if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable.

Extension of time in consequence of alterations

Do not invalidate contract

No deviations from the specification stipulated in the contract or additional items of work shall ordinarily be carried out by contractor nor shall any altered. Additional or substituted work to be carried out by him unless the rates on the substituted altered of additional items have been approved and fixed in writing by the Engineer-in-charge.

Rates of works not in estimate of schedule or rate of the district.

The contractor shall be bound to submit his claim for any additional work done during any month on or before the 5th days of the following month accompanied by copy of the order in writing of the Engineer-in-charge for the additional work and that the contractor shall not be entitled to any payment in respect of such additional work if he fails to submit his claim within the aforesaid period.

Provided always that if the contractor shall commence work incur any expenditure in regards thereof before the rates shall have been determined as lastly herein before mentioned, then and 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 determination of the rates as aforesaid according to such rates as shall be fixed by the Engineer-in-charge. In the event of dispute the decision of the Superintending Engineer of the circle will be final.

Clause – 11

If at any time after the commencement of the work the Government of Odisha shall for any reason whatsoever not require 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 contractor. Who shall have no claim to any payment or compensation

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

whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alternations having been made in the original specification, drawing, designs and instruction which shall involve any curtailment of the work as originally contemplated.

Clause – 12 If it shall appear to the Engineer-in-charge or his subordinate in charge of the work that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for execution of the work are unsound or of a quality inferior to that contracted for or other wise 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 not with standing that the same may have been inadvertently passed, certified and paid for forth with rectify or remove and reconstruct the work so specified in whole or part, as the case may require or as the case may be remove the materials or articles so specified and provided 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 other the materials or articles complained of as the case may be at the risk and the expense in all respects of the contractor.

Action and compensations payable in case of bad work.

Clause – 13 All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspections 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 intention of Engineer-in-charge or his subordinates to visit the works shall have been given to the contractor either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

Works to be open to inspection

Contractor or responsible agents to be present

Clause – 14 The contractor shall give not less than five day's notice in writing to the Engineer-in-charge or his subordinate in-charge of the work before covering up or other wise 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 placed beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of work and if any work shall be cover 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 payments or allowance shall be made for such work or the materials with which the same was executed.

Notice to be given before work is covered up

Clause – 15 If the contractor or his work people or servants shall break, deface, injure or destroy any part of a work, in which they may be working or any building, road, enclosure or grass land, or cultivated ground continuous to the premises on which work or any part of it being executed, or if any damage shall happen to the work while in progress from any cause whatever or any imperfection become apparent in it within six Months from the date of final certificate of its completion shall have been given by the Engineer-in-charge, as aforesaid the contractor shall make the same good at his own expense, or in default the Engineer-in-charge may cause the same to be made good by other workmen, and deduct the expense(of which the certificate of the Engineer-in-charge shall be final) from any sums that may be then or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof and the contractor shall be liable to pay any part of the expenses not so recovered by the Engineer-in-charge.

Contractor liable for damage done and for imperfections for 6 months after certificate

Clause – 16 The contractor shall supply at his own cost all materials (except such special materials if any as may in accordance with the contract be supplied from the Engineer-in-charge's 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 or which may be necessary for the purpose of satisfying or complying with the requirement of the Engineer-in-charge as to any matter as to which under this conditions he is entitled to be satisfied which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out work and counting, weighing and assisting in the measurement of examination at

Contractor to supply plants, ladders, scaffolding etc.

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

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

Clause – 17 No female labour shall be employed within the limits of a cantonment. The contractor shall not employ for the purpose of this contract any labour below the age of twelve year, and shall pay to each labourer; for the work done by such labour, wages not less than the wage paid for similar work in the neighborhood.

Explanation: Fair wages mean wages whether for time or piece work prescribed by State P.W.D. provided that where higher rates have been prescribed under the minimum wages Act 1948 wages at such higher rates would constitute "Fair wages" [W/D No.22059 dated 16.8.77.

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

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

Clause – 17 (a) The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice at his cost if the work as shown in the tender exceeds ` 2,50,000/-.The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date, when 90% of the work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.

Clause – 17 (b) Super class contractor shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Odisha. Special class Contractor shall employ under him one Graduate Engineer and Two Diploma Holders belonging to the State of Odisha. Like wise 'A' class contractor shall employ under him one Graduate Engineer or Two Diploma holders under the contractor shall be full time & continuous and they should not be superannuated, retired, dismissed or removed personnel from any State Govt. or Central Govt. service/public Sector undertakings, private companies and firms or be ineligible for appointment to Government service. The contractor shall pay them monthly emoluments which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Government of Odisha. The Chief Engineer, Roads Odisha may however, assist the contractor with names of such unemployed Graduate Engineer and Diploma holders if such help is sought for by the contractor. The names of such Engineering personnel appointed by the contractor should be intimated to the tender receiving authority along with the tender. Each bill of the Special Class or 'A' class contractor shall be accompanied by an employment Roll of the Engineering personnel together with a certificate of the Graduate Engineer or Diploma holder is employed by the contractor to the effect that the work executed as per the bill has been supervised by him.

Employment of Graduate Engineers & Diploma Holders

Clause – 18 The contract shall not be assigned or sublet without the written approval of the Superintending Engineer and if the contractor shall assign or sublet his contract or attempt so to do, or become insolvent or commence any insolvency proceedings or make any composition with his credit or attempt so to do, or if any bribe gratuity, gift loan, perquisite reward or advantage pecuniary of otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants to agents to any public officer or person in the employee of Government in any way relating to his office of employment or if any such officer or person shall become in any way directly or indirectly in the contract, the Superintending Engineer may thereupon by notice in writing rescind the contract and the security deposit of the contractor shall there upon stand forfeited and be absolutely at disposal of Government and the same consequences shall ensure as if the contract has been rescinded under clause 3 hereof and in addition the contractor, shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Work not to be sublet.

Contractor may be rescinded and security deposit forfeited subletting bribing or if contractor become in solvent

- Clause – 19** All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained. **Sum payable by way of compensation to be considered as reasonable compensation with out reference to actual loss**
- Clause – 20** In the case of a tender by partners any changes in the constitution of the firm shall be forthwith 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 be noticed in writing rescind the contract and the security deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract had been rescind under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any works therefore actually performed under the contract. **Changes in constitution of firm**
- Clause – 21** All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects by 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 – 22** **DELETED**
- Clause – 23** When the estimate on which a tender is made includes lump sums in respect of the items of work involved or the part of the work the contractor shall be entitled to payment in respect of the item 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 sums payable to him under the provisions of this clause. **Lump sums in estimates**
- Clause – 24** In the case of any class of work for which there is no such specification as is mentioned in rule, such work shall be carried out in accordance with the circle specification and in the event of there being no circle specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge. **Action where no specification**
- Clause – 25** 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 & taken to mean the works by or by virtue of contract contracted to be executed whether temporary or permanent, and whether original altered, substituted, or additional. **Definition of works**

- Clause – 26** Government shall be entitled to recover in full from the contractor any amount that the Government may be liable to pay under workmen compensation Act. VIII of 1923, to any workmen employed in course of execution of any part of the work covered by this contract.
- Clause – 27** That for the purpose of jurisdiction in the event of dispute if any, the contract should be deemed to have been entered into within the State of Odisha and it is agreed that neither party to the contract or 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 – 28** 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 – 29** Sanitary arrangement will be made by the contractor at his own cost for his labour camp.
- Clause – 30** The contractor shall bear all taxes including GST, income tax, royalty, fair weather charges and tollage, where necessary.

Clause-31 Price Adjustment (Works Department O.M. No. 15847/W dated 19.11.2019)

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

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

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

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

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

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

31(a) (i) Adjustment of Other Materials Component:

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

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

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

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

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

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

31 (a) (ii) Adjustment for Cement Component

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

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

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

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

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

P_C = Percentage of Cement Component of the work

31(a)(iii) Adjustment for Steel Component

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

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

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

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

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

P_S = Percentage of Steel Component of the work

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

31(a) (iv) Adjustment of Bitumen Component

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

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

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

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

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

P_b = Percentage of bitumen component of the work.

31(a)(v) Adjustment towards different cost of Pipes.

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

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

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

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

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

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

31(b) Adjustment of Labour Component.

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

$$V_L = 0.85 \times P_L / 100 \times R \times (L_1 - L_0) / L_0$$

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

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

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

P_L = Percentage of labour component of the work.

31(c) Adjustment of POL (fuel and lubricant) Component

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

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

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

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

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

P_f = Percentage of fuel and lubricants component of the work.

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

31(d) Adjustment for Plant and Machinery Spares Component

(vi) Price adjustment for increase or decrease in the cost of plant and machinery spares procured by the Contractor shall be paid in accordance with the following formula.

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

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

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

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

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

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

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

Sl.No.	Item in WPI 1993-94 series	Item in WPI 2004-05 series.	Item in WPI 2011-12 series
1	Cement.	Grey Cement.	Ordinary Port land cement.
2	Bars & rods	Rebars	Mild steel long products.
3	Heavy Machinery & parts.	Construction Machinery.	Manufacture of machinery for mining, quarrying & construction.

31(e)

APPLICATION OF ESCALATION CLAUSE:

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

Percentage Table.

Sl. No.	Category of works		% Component (cost wise)		
			Labour (Pl)	POL (Pf)	Steel (Ps)+ Cement (Pc) + Bitumen (Pb)+ Pipes(Ppi)+Plant & Machinery Spare & Component (Pp)+ Other materials.
1	R&B works (% of Component)	Road Works	5	5	90
		Bridge works	5	5	90
		Building works.	5	5	90
2	Irrigation works (% of component)	Structural work	5	5	90
		Earth, Canal & Embankment work.	5	5	90
3	P.H. Works.	Structural work	5	5	90
		Pipeline Work	5	5	Pipe-70% *Machinery+Othermaterial -20%
		Sewer Line.	5	5	Pipe-70% *Machinery+Other material-20%

*Note:- Further break up may be worked out considering the consumption of Cement, Steel, Bitumen, pipe and Plant & Machinery Spare Component in the concerned works and shall be provided in the bid document in shape of “**Schedule of Adjustment Data**” as an “**Appendix to Bid**”. (Enclosed herewith).

**Appendix to Bid
Schedule of Adjustment Data**

(For all works, adjustment factor for Labour and POL shall be considered @ 5% each, steel, Cement, Pipes, other Materials and Machinery shall contribute to 90% of Price Adjustment and shall be calculated for each work separately during preparation of estimate, shall be approved by the authority during technical sanction as a "Schedule of Adjustment Data" and shall form part of the Bid Document)

Cl.No.31 of F2/P1 Contracts Sl.No.	Index description.	Source of index	Base value*	Base Date/ Month*	Weightage of Item**
					Structure
31(a)(i)	Other materials.	All India Whole sale price index (all commodities) as published by the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			51.57%
31(a)(ii)	Cement.	Whole sale price index for Cement (Ordinary Portland Cement) as published by the office the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			0 %
31(a)(iii)	Steel.	Whole sale price index for Steel (Mild Steel-Long Products) as published by the office of the Economic Adviser to the Govt. of India, Ministry of Commerce and Industry.			0 %
31(a)(iv)	Bitumen (VG-30)	Official retail price of bulk bitumen at the nearest IOC / HPCL depot.			0 %
31(a)(v)	Pipes	Whole sale price index for the type of Pipe under consideration, as published by the office the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			0%
31(b)	Labour.	Minimum Wage notified by the Labour and Employee's State Insurance Department of Government of Odisha, India.			5%
31(c)	POL	Official retail price of HSD at nearest IOCL/ HPCL/BPCL Consumer pump depot.			5%
31(d)	Plant and Machinery	Whole sale price index for Manufacture of Machinery of Mining, Quarrying, and Construction as published by the office the Economic Adviser to the Govt. of India, Ministry of Commerce and Industry.			38.43%
				Total.	100%

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

** Values to be filled up in the bid document.

. **Clause – 32** After the work is finished all surplus material 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 site.

Clause 33 The **cost and royalty of materials** will be recovered from the work bill in case failure of production of proper receipt from quarry holder or Revenue Department after proper verification from concerned Tahasildar.

Clause - 34 Departmental supply of materials

Before issue of Departmental materials to the contractor, he shall furnish Bank Guarantee of any of the Nationalized Bank equal to the cost of materials. The Bank Guarantee shall be valid for the entire period of agreement. The same may be refunded to the contractor only after the materials supplied to him are fully utilized in the works and cost thereof recovered from his bill (s) in full or if the materials are partly utilized in the unutilized materials are returned by him to the Department in full and in good condition and receipt thereof duly acknowledged by the concerned Department Officer. (Works Department OM No. Codes-M-19/92-13653 dt. 5.6.93)

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

ADDENDUM TO CONDITION OF CONTRACT

- 1.1. The bidder / Tender whose bid has been accepted will be notified of the award by the Engineer-in-Charge prior to expiration of the validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the conditions of contract called the ("Letter of Acceptance") will state the sum that the Engineer-in-Charge will pay the contractor in consideration of the execution, completion and maintenance of the works by the contractor as prescribed by the contract (hereinafter and in the contract called the "Contract Price").
- 1.2 The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (ISD) and additional performance security in accordance with the provisions of the agreement.
- 1.3 The agreement will incorporate all agreements between the officer inviting the bid/Engineer-in-Charge and the successful bidder. Within 15 days following the notification of award along with the letter of acceptance, the successful bidder will sign the agreement and deliver it to the Engineer-in-Charge. Following documents shall form part of the agreement.
 - a) The notice inviting bid, all the documents including additional conditions specifications and drawing, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading thereto & required amount of performance security including additional performance security.
 - b) Standard P.W.D. Form P-1.

2. TIME CONTROL

2.1 Progress of work and Re-scheduling programme

- 2.1.1. The Superintending Engineer / Engineer-in-Charge shall issue the letter of acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the bid process and commencement of the contract.
- 2.1.2. Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval and programme commensurate to clause no 3 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 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 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 due programme has been submitted.
- 2.1.5. An update of the programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 2.1.6. The Engineer-in-Charge's approval of the programme shall not alter the contractor's obligations. The contractor may revise the programme and submit it to the Engineer-in-Charge again at any time. A revised programme is to show the effect of variations and compensation events.

2.2. Extension of the completion date.

- 2.2.1. The time allowed for execution of the work as specified in the 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 issues 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 & 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 sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations 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 thereof 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.

For

- i. Abnormally bad weather, or
 - ii. Serious loss or damage by fire, or
 - iii. Civil commotion, local commotion of workmen, strike or lockout, by officers any of the heads employed on the work, or
 - iv. Delay on the part of other contractors or trademen engaged by Engineer-in-Chief, in executing work not forming part of the contract.
 - v. In case of variation is issued which makes it impossible for completion to be achieved by the Intended Completion Data without the Contractor taking steps to accelerate the remaining work and which would cause the contractor to incur additional cost, or.
 - vi. Any other cause, which in the absolute discretion of the authority mentioned, in contract data is beyond the contractor's control.
- 2.2.4 Request for re-schedule and extension of time, to be eligible for consideration shall be made by the contractor in writing 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 completed day/month (as applicable) that the progress remains below that specified in Clauses 2 or that the work remains incomplete.

This will also apply to items or group of items for which a separate period completion has been specified Compensation @ 1.5% per month or for delay of work, delay to be computed on per day basis.

The existing relevant provision in the original documents shall stand modified accordingly. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work or to the Tendered Value of the item or group of items of work for which separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case the contractor does not achieve a particular milestone mentioned in contract data, or the rescheduled milestone (s) in items 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 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 files to make up for the delay in subsequent milestone(s) amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest whatsoever, shall be payable on such withheld amount.

2.4 Bonus for early completion

Incentive should be paid in respect of individual project for new construction / substantial additional or improvement works, the minimum value of which is mentioned below.

<u>Name of Work</u>	<u>Minimum Value</u>
1. Building work / PH work	`40.00 lakhs
2. Road work	`3.00 crores
3. Irrigation work	`10.00 crores

Incentive will be paid with approval of next higher authority of tender accepting authority on completion of original work before original time schedule. Incentive need not be included in the estimate. Specific budget provision may be made under State Plan out of which the incentive shall be met.

2.4.1. Amendment to Para 3.5.5 (v) Note – iii of OPWD Code Vol.-I by inclusion

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

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

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

Before 20% to 30% of the contract period = 4% of contract value.

Before 10% to 20% of the contract period = 3 % of contract value.

Before 5% to 10% of the contract period = 2% of contract value

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

The amount of bonus, if payable shall be paid along with final bill after completion of work.

2.5 **Management 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 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 the management meeting or after the management meeting and stated in waiting to all who attended the meeting.

FAIR WAGES CLAUSE

- (a) The contractor shall pay not less than fair wage to labourers engaged by him on the work.
Explanation: "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 would constitute "Fair wages" (W.D. No.22059 dt.16.8.77)
- (b) The contractor shall, not with standing the provisions of any contract to contrary cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub contractors in connection with the said work, as if the labours had been immediately employed by him.
- (c) In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all regulation made by Government in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorizedly made, maintenance of wages register, wage cards, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.
- (d) The Superintending Engineer or Sub-Divisional Officer concerned shall have the right to deduct, from the money due to 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 workers non payment of wages or of deductions made from his or their wages, which are not justified by their terms of the contract” or non-observance of the regulations, money so deducted should be transferred to the workers concerned.

- (e) Vis-à-vis the Government of 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 part of this contract and any breach there of shall be breach of this contract.
- (g) The contractor shall at his own expense provide or arrange for the provision of foot wear for any labour doing cement mixing work and black topping of roads (The contractor has undertaken to execute under this contract) to the satisfaction of the Engineer-in-charge and on his failure to do so Government shall be entitled to provide the same and recover the cost from the contractor.
- (h) The contractor shall submit by the 4th & 10th 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 to the current month respectively (1) the number of labours employed by him on the work (2) their working hours (3) the wages paid to them (4) the accident that occurred during the said fortnight showing the circumstances under which they happened and the content of damage and injure caused by them and (5) the number of female workers who have been allowed maternity benefit according the clause [K] and the amount paid to the Government a sum not exceeding `the **minimum wages** for each default of materially incorrect statement. The amount levied as fine decision of the Superintending Engineer shall be final in deducting from any bill due to contractor.
- (i) In respect of all labour directly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with a cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangement for workers employed by the Odisha Public Works Department and its contractor. This will apply to work places having 50 or more workers.
- (j) Maternity benefit rules for female worker employed by contractor, Leave and pay during leave shall be regulated as follows.
 - 1- Leave : (i) **In case of Delivery:-** Maternity leave not exceeding 8 weeks, 4 weeks up to including the day of delivery or 4th weeks following that day.
 - (ii) **In case of Miscarriage:** - Up to 3 weeks from the date of miscarriage.
 - 2. Pay (i) **In case of Delivery:** - Leave pay during maternity leave will be at the rate of women's average daily earnings calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of which she gives notice that she expects to be confined or at the rate of the **minimum wages** a day whichever is greater.

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

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

MODEL RULES FOR HEALTH & SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED BY ODISHA P.W.D. OR ITS CONTRACTORS

1. **Application:** These rules shall apply to all construction work in charge of Odisha Public Works Department which are expected to continue for a year or more.
2. **Definitions:**
 - (i) "Work Place" means a place at which an average of fifty or more workers 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 and adequate supply or sterilizer dressing and sterilized cotton wool. The appliances 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 workers, first aid posts shall be established and 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 city, town hospitals, an ambulance shall be provided to facilitate removal of urgent cases to these hospitals. At the work place some conveyance facilities such as a car shall be kept readily available to take injured persons or person 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 of storage shall be at a distance of not less than 50 feet from any latrine, drain or other sources of pollution where water to be drawn from an existing well which is within such proximity of latrine drain or any other sources 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 tray door which shall be dust and water proof.
- (d) A reliable pump shall be fitted to each covered well the tray door 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 90⁰ F.

5. **Washing and Bathing Place:**

- (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 No. of seats 3 per 100
(in particulars cases the Superintending Engineer shall have the power to vary the scale where necessary)

7. **Latrine and Urinals for Women:** If women are employees, separate latrines and urinals separate from that for women and marked in the vernacular in conspicuous letter "for women only" shall be provided on the scale laid in rule.

Those for men shall be similarly marked "for men only" A poster showing the figure of a men and women and 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 connected with a water borne sewerage system, all latrines shall be provided with receptable 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 receptables 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 stone materials and shall be cement washed inside and outside at least once a year. The dates of cement washing shall be noted in register maintained for this purpose, and kept available for inspection.
10. **Disposal of excreta:** Unless otherwise arranged for by the local sanitary authorities' arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator approved by as, Director of Public Health of Municipal Medical Officer or Health at the case may be, whose jurisdiction the work place is situated. Alternatively, excreta may be disposed off by putting a laver of night soil at the bottom of pucca tank prepared for the purpose and covering it with 6' layer of waste or refuse and than covering it up with a layer of earth for a fortnight (when it will turn in to manure).
11. **Provision of shelters during rest:** At every work place, there shall be provided free of cost two suitable sheds one for females and the other for rest for the use of labourers. The height of the shelter shall be less than 11 feet from the floor level the lowest part of the roof.
12. **Crèche:** At every work place, at which more than 50 women workers are employed, there shall be provided only one hut for the use of children under the age of 6 year, belonging to such women and shall be used for infant's games and play and their bed room. The huts shall not be constructed on a lower standard than the following.
- i) Thatched huts
 - ii) Mud floors and walls.
 - iii) Planks spared over the mud floor and covered with matting.
- The hut shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision for sweepers to keep the place clean. There shall be two dhai in attendance. Sanitary utensil shall be provided to the satisfaction of the Health Officer of the area concerned. The use of the hut shall be restricted to Children, their attendants and mothers of the children.
- a) Where the number of women workers is more than 50 the contractor shall provide one hut and Dhai to look after the Children of women workers.
 - b) The size of creche shall vary according to the number of women workers.
 - c) The crèche shall be properly maintained and necessary equipments 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.

CONTRACTOR'S LABOUR REGULATIONS

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

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

- (a) "Labour" means workers employed by a contractor for the work, "**Improvement of Service Road from RD 22.900 km to 30.210 km including missing link 130 M of Narasinghpur Branch Canal of RRIP.**" directly or indirectly through a sub-contractor or other person, by an agent on his behalf.
- (b) "Fair wages" means wages whether for time or piece work prescribed by the concerned Division under whom the work is executed, provided that where high rates have been prescribed under the minimum wages Act 1948 wages at such higher rates would constitute fair wages (W.D. No.22059 dt,16.8.77)
- (c) "Contractor" shall include every person whether a sub-contractor or headman or agent employing labour on the work taken on contract.
- (d) "Wages" shall have the same meaning as defined in the payment of wages Act. And include time and piece rate wages if any.

3. **Display of notices regarding ways, etc.: -**

The contractor shall: -

- (a) Before he commences his work on contract display, and correctly maintain and continue to display and correctly maintain, in a clean and legible condition in a conspicuous places 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 State Public Works Department/ concerned Division under whom the work is executed for the district in which the work is done.
- (b) Send a copy of such notices to Engineer-in-charge of the work.

4. **Payment of Wages: -**

- (a) Wages due to every worker shall be paid to him direct.
- (b) All wage shall have to be paid in cash in current coin or currency or in both.

5. **Fixation of wages periods: -**

- (a) The contractor shall fix the wage period in respect of which the wages be payable.
- (b) No wage period shall exceed one month.
- (c) Wage 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.
- (d) 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.
- (e) All payment of wages shall be made on a working day

6. **Wage book and wage cards etc.**

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

Rate of daily or monthly wages.

- a) Nature of work on which employed.
 - b) Total number of days worked during each wage period.
 - c) Total amount payable for the work during each wage period.
 - d) All deductions made from the wages with an indication in each of the ground for which the deduction is made.
 - e) 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, wages cards to a contractor who, in his opinion may not directly or indirectly employ more than 100 persons on the work.

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

- 1) The wages of a worker shall be paid to him without any deductions of any kind except the following.
 - a) Fines.
 - b) Deduction for absence from duty, i.e. from the place or places where by 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 to or loss of goods expressly entrusted to the employed person for custody' or for loss on money for which he is required to encounter where such damage or loss is directly attributable to his neglect or default.
 - d) Any other deduction which the Odisha Government may from time to time allow.
- 2) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing abuse against such fines or deduction.
- 3) The total amount of fines which may be imposed in any one wage period on a works shall not exceed a 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 after the expiry of 60 days from the date on which it was imposed.

8. Register of fines, etc.

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

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

9. **Preservation of register:**

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

10 **Powers of Labour Welfare Officers to make investigation or enquiry**

The labour Welfare Officers or any other persons authorized 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 provision of these 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 Officers:**

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

12. **Appeal against the decision of Labour Welfare Officers.**

Any persons 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 this 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 wage book, card to any of his worker or his agent at a convenient time and place after due notice is received, or to the Labour Commissioner or any other person authorized by the Government of Odisha on his behalf.

14. **Submission of return:**

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

15. **Amendment**

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

CHAPTER – 6

TECHNICAL SPECIFICATION

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SECTION – 1

GENERAL INFORMATION

1.1 GENERAL INFORMATION

i) Description of work to be executed

Improvement of Service Road from RD 22.900 km to 30.210 km including missing link 130 M of Narasinghpur Branch Canal of RRIP.

ii) Location of work site:

The site is situated in the village **Gokarnakhal, Budhapanka, Kuanarapala, Godipatana, Santarabali, Maniabandha, Kasikiari, Majhipada, village's** in the district of **Cuttack**. The materials can be brought from approved quarry as per quarry map annexed in the bidding document.

iii) Transport Communication Facilities

The work site is well connected near to the road network. However, the contractor has to make arrangement to transport all his construction equipments, construction Materials and labour to work site at his own cost.

iv) Climate

The project area has moderate climate with mean temperature from 14°C during winter months to 41°C during summer months. The rainy season is generally confined to four months from 15th June to 15th October during which about 93% of the total annual precipitation is received.

v) Availability of Labour:

Both Semi- Skilled & unskilled labour required for the work are available in project area and it is preferable to engage local labourer, However the Contractor must make his own arrangements for labour/machineries/equipments.

vi) Nearest Town:

The nearest town to the work site are **Maniabandha & Badamba in Cuttack District**.

vii) Availability of petrol, Diesel and other lubricants:

The nearest petrol pumps for procurement of petrol, diesel and other lubricants are available on **SH side near Nuapatana/ Maniabandha/Badamba village** The contractor shall make his own arrangement for procurement of same at his own cost required for the machineries and equipments engaged for the work.

viii) **Electricity Supply:**

Electricity is available at the nearest village. The Contractor shall make his own arrangement for extension of electric connection at his own cost if so required by him.

ix) **Housing Facilities:**

Private house may or may not available in the vicinity of the work site. The Contractor shall make his own arrangement for housing the Labourers, workers and staff at the work site.

x) **Medical Aid:**

The nearest Health Centre available at Govt. Hospital, **Maniabandha village/ Badamba**. However, the Contractor shall make first aid arrangement at his own cost in accordance with rule and regulations of prevailing Labour Act.

xi) **Post, Telegraph & Telephones:**

Post, Telephones & Fax are available at **Maniabandha village /Badamba in Cuttack District**.

1.2 GENERAL SPECIFICATION

- 1.2.1 The enclosed drawing in the bid document gives broad dimensions and outline of the works to be executed through this contract. These drawings may however be revised/modified from time to time and supplementary additional drawing may also be issued as per necessity. During the course of execution there may be changes in dimension, specifications and shape of components. These changes in the drawing can be done without in any way deviating the terms of the contract and the contractor is to execute the work as per revised drawings and specifications at the same rate as agreed upon for the work awarded under the original contract. The contractor shall do no work without proper drawings. He shall check all drawings and specifications carefully and advise the Engineer-in-charge if any error and omission are discovered where upon the Superintending Engineer will prepare revised additional drawings and specifications and may be required to suit the stage of the work.
- 1.2.2 Where the drawings are not consistent with the text of the specifications, the text shall govern.
- 1.2.3 The rates shall be for finished items of works as per description in the schedule of quantities and according to drawings, specification and conditions of the contract. The rates quoted shall be for execution of finished items of work & the specifications of which confirm to the details furnished in the Agreement and provisions in Bureau of Indian Standards and shall include all general and incidental charges which will not be paid separately. Such general and incidental charges are listed in succeeding Para for the convenience of the tenderers but are not exhaustive. Omission of any such items here in but required for delivering finished items of work, shall not be plea, that such items are not covered by the rates quoted.
- 1.2.3.1 Formation and maintenance of haul roads including river and drainage crossings within the work site. The existing approaches and haul roads, if any, under the control of the Department may be made use of but improvement, if required, shall be done by the contractor at his own cost.
- 1.2.3.2 Labour and material required for the construction of reference points, bench marks, pillars, diversions, signboards, road signals etc. for setting out works shall be at contractor's cost.
- 1.2.3.3 Scaffolding and gangways as and when required for the work will be done by the contractor at his own cost. No additional payment in this regard, will be entertained.
- 1.2.3.4 The rate includes all leads, lifts & delifts.
- 1.2.3.5 Form work complete includes cost of materials, labour, maintenance, erection dismantling and removal.
- 1.2.3.6 Construction of coffer dam, dewatering of any water, that may accumulate in the areas required for carrying out the items under schedule of quantities, includes the initial dewatering of the pond formed after the formation of coffer dam or any type of cross bund and all seepage that may accumulate in the area before of during construction.
- 1.2.3.7 Protection of the components of work during the rainy season & khariff irrigation supply shall be the responsibility of the contractor. The responsibility for the safety of the structure rests, entirely on the contractor and any damages that may occur, has to be made good by the contractor at his own cost.
- 1.2.4 The sequence of construction adopted by the contractor shall have to be approved by the Engineer-in-Charge.
- 1.2.5 The contractor has to make his own design for coffer dam or any type of cross bund required during course of execution. All materials for the coffer dam of cross bund shall be arranged by the contractor at his cost. The contractor shall maintain the coffer dam/cross bund till completion of the work.

1.2.6 Quality Control:

- 1.2.6.1 Before collecting materials required for execution of the respective items of work as laid down in the schedule of quantities and in the detailed specifications described hereafter in the subsequent sections, the contractor shall ensure that samples of materials proposed to be used are first approved by the Engineer-in-Charge. When directed the samples of materials proposed to be used should be furnished to the Departmental laboratory i.e. **Executive Engineer, Quality Control Division, Dhenkanal**. During execution of work, the contractor shall arrange the requisite equipments for testing of the work if found necessary at his own cost.
- 1.2.6.2 All such testing charges shall be borne by the contractor. The contractor will provide necessary assistance if required for collection of samples.
The contractor is liable to pay for any test which is not included in the agreement but required in the opinion of the Engineer-in-Charge during execution of the work for which no additional payment will be made to the contractor.
- 1.2.6.3 On the basis of satisfactory test results confirming to technical specification, collection of materials shall be started in the field. The testing of materials shall be checked in the field Laboratory by the Junior Engineer/ Assistant Engineer of the Department as well as staff of **A.R.O. / Executive Engineer, Quality Control Division, Dhenkanal**. If the field test result is found unsatisfactory, the materials shall be rejected and action taken to remove the same from work site by the contractor at his own cost. In no case the defective materials shall be used in the work.
- 1.2.6.4 On receipt of notice from the Engineer-in-charge and on observation of **Executive Engineer, Quality Control Division, Dhenkanal**, the contractor will rectify the defect in stipulated period at his own cost. If the defects are not rectified in the stipulated period, the Engineer-in-charge shall assess the cost, get the defect rectified and recover the same from the dues of the contractor.
- 1.2.7 A quarry chart indicating possible source of materials may be seen in the office of the concerned Superintending Engineer as per contract data. The contractor must however satisfy himself that materials as per required specifications and quantity are available in those quarries. No extra payment will be made due to non-availability of materials as per required specification and quantity in the quarries shown in the departmental quarry chart. The quarry chart is only an indication of source of material and the department does not accept the responsibility if the materials are not available in full quantity and quality.
- 1.2.7 No claim for carriages of water whatsoever will be entertained.
- 1.2.8 Decision regarding usefulness of excavated materials rests fully on the Engineer-in-Charge. However, he may take advise of Quality Control Organization or higher authorities if required.

a. **GENERAL SPECIFICATIONS**

The term the India Standard Specification herein after referred to as BIS as used therein means the relevant Bureau of Indian Standard codes with all amendments published up to the date of Submission of tenders. A statement of relevant BIS is applicable to this context follows.

LIST OF INDIAN STANDARDS

Sl. No.	Short Title	B.I.S Number
(I)	<u>CEMENT</u>	
1.	Specification to ordinary and Low heat Portland cement	269-1976
2.	Specification for Portland Pozzolana Cement	1489-1976
3.	Portland Slag Cement (Third revision)	455-1976
4.	Method for physical tests for hydraulic cement (Reaffirmed 1980)	4031-1968
5.	Method of Chemical analysis for hydraulic cement (First revision)	4032-1985
6.	Rapid hardening Portland cement	8041-1978
7.	Hydrophobic Portland cement	8043-1978
8.	High Strength ordinary Portland cement	8112-1976
(II)	<u>AGGREGATES</u>	
1.	Specification for coarse and fine Aggregates from natural source for concrete	383-1970
2.	Specification for sand for masonry mortars	2116-1965
3.	Method of Tests for aggregates for concrete	2385-1969 (Part I to Part IV)
4.	Standard sand for testing of cement (First revision) with amendment 1 and 2 Reaffirmed 1980	650-1966
5.	Methods for sampling of aggregates for concrete	2430 -1969
6.	Method of test for determining aggregates impact value of soft coarse aggregates	5640-1970
(III)	<u>BUILDING STONES</u>	
1.	Methods of Test for Determination of strength	1221-1974
2.	Properties of natural building stone	(Part I to Part IV)
	Part I Compressive Strength	
	Part II Transverse Strength	
	Part III Tensile Strength	
	Part IV Shear strength	
3.	Method of Measurement of Buildings and Civil Engineering Works method. (Part IV Stone masonry)	1200-1976
(IV)	<u>STEEL</u>	
1.	Code of practice for bending and fixing of bars	2502-1963
2.	Specification for cold worked steel deformed bars for concrete reinforcement	1786-1979
3.	Code of practice for welding of MS Bars used for reinforced concrete construction.	2751-1966
4.	Code for practice for use of Metal arc welding for general construction of mild steel	818-1989
5.	Deformed bars for concrete reinforcement hot rolled mild steel and medium tensile steel (Revised)	1139-1966
6.	Recommendations for detailing of reinforcement in reinforced concreted works	5525-1969
7.	Specification for Mild Steel and medium tensile steel Bars for Concrete reinforcement.	432-1966 (Part I)
8.	Code for practice for safety and health requirement in Electric and Gas welding and cutting operations	818-1968

9.	Code for practice for fire precautions in welding and cutting operation.	3016-1965
10.	Measurement of building and Civil Engineering works, method part VIII steel work and iron work	1200-1974 (Part VIII)
11.	Code of procedure for manual or metal ARC and welding of Mild steel	823-1964
12.	Specification for filler rods and wires for gas welding	1278-1972
13.	Recommendations for welding cold worked steel bars for reinforced concrete construction	9417-1979
14.	Hard drawn steel wire fabrics for concrete reinforcement	1566-1982
(V)	<u>MASONRY</u>	
1.	Code of practice for construction of stone masonry Part-I Rubble stone masonry	1597-1967 (Part I)
2.	Code of practice for construction of stone masonry Part II Ashlars Masonry	1597-1967 (Part II)
3.	Specification for fly ash for use as pozzolana and admixture	3812-1981(Part I)
4.	Method of Measurement of building and Civil Engineering works Part XII plastering and pointing.	1200-1976 (Part-XII)
(VI)	<u>CONCRETE</u>	
1.	Method of Measurement of building and Civil Engineer works Part-II cement concrete works.	1200-1968 (Part-II)
2.	Code of practice for plain and reinforced concrete	456-1978
3.	Specification for pre cast concrete coping blocks.	5751-1969
4.	Methods of tests for strength of concrete	516-1959
5.	Code of practice for laying in situ cement concrete lining on canals	3873-1978
6.	Specification for Admixtures for concrete	9103-1979
7.	Method of Test for Autoclaved cellular concrete products.	6441-1972(Part-I toIX)
8.	Method of Sampling and Analysis of concrete	1199-1959
9.	Specification of Batch type concrete mixtures	1791-1963
10.	General requirements for Concrete Vibrators immersion type	2505-1980
11.	Specification for concrete vibrating tables	2514-1963
12.	Method of test for permeability of cement mortar & concrete	3085-1965
13.	Specification for fly ash for use as pozzolana as admixture for Concrete (Part-II)	3812-1981
14.	Specification for Portable swing weigh batch for concrete (single and double bucket type)	2722-1964
15.	Code of practice for installation of joints in concrete pavements	6509-1972
16.	Code of practice for general construction of plain and reinforced concrete for dams and other massive structures	457-1957
17.	General requirement for concrete vibrator screed board type (First revision)	2506-1985
18.	Code of practice for concrete structures for shortage of liquid	3370(Part-1 to 4)
19.	Code of practice for use of immersion vibrator for consolidating concrete (First revision)	3558-1983
20.	Method for testing performance of batch type concrete mixer	4634-1968
21.	From vibrators for concrete	4656-1968
22.	Concrete batching and mixing plant	4925-1968
23.	Ready mixed concrete (First revision)	4926-1976
24.	Code of practice for sealing joints in concrete lining on canals	5256-1968
25.	Vibrating plate compactor	5889-1970
26.	Concrete transit mixer and agitator	5892-1970
27.	Concrete pavers	7245-1974
28.	Concrete slump test apparatus	7320-1974

29.	Method of making curing and determining compressive strength of accelerated cured concrete test specimen	9013-1978
(VII)	<u>EARTH WORK</u>	
1.	Method of Measurement of building and Civil Engineering Works Part I, Earthwork.	1200-1969 (Part-I)
2.	Safety code for piling and other deep foundations	5121-1969
3.	Code of practice for Design installation, observation and Maintenance of uplift pressure pipes for Hydraulic structures on permeable foundation.	6532-1972
4.	Safety code for excavation works	3764-1966
5.	Code of practice for protection of slope for Reservoir embankment	8237-1985
6.	Code of practice for earth work on canals	4701-1982
7.	Guidelines for lining of canals in expansive soils	9451-1985
8.	Method of test for soils Part-II Determination of water concrete	2720-1973(Part-II)
9.	Method of test for soils Determination of water content dry density relation using light compaction.	2720-1974 (Part-VII)
10.	Method of test for soils determination of dry density of soils in place by the sand replacement method	2720-1974 (Part-XXVIII)
11.	Method of test for soils determination of dry density of soils in place by the core cutter method	2720-1975 (Part-XXIX)
12.	Classification and identification of soils for general	1498-1970
13.	Safety code for blasting and related drilling operation with Amendment No. I (Reaffirmed 1978)	4081-1967
14.	Portable Pneumatic drilling machine (First revision)	5441-1986
15.	General requirement for black hold drilling rigs	7209-1974
16.	Safety code for working with construction machinery	7293-1974
17.	Code of practice for stability analysis of earth dams	7894-1975
18.	Guidelines for design of under seepage control measures for earth and rock fill dams	8414-1977
19.	Filtration media sand and gravel	8419-1977 (Part-I)
20.	Guidelines for design of large earth and rock fill dams	8826-1978
21.	Under drainage arrangements of lines canals.	4558-1983
22.	Precast cement concrete stables for canal lining	3868-1966
23.	Methods of tests of soils	2720(Part-1 to X)
24.	Ammonium nitrate for explosive	4668-1967
25.	Method of test for commercial blasting explosives and accessories.	6609(Part-1 toV)
26.	Detonators	7632-1975
27.	Method of load test on soils (Second revision)	1888-1982
28.	Method for standard penetration test for soil (first revision)	2131-1981
29.	Glossing of terms and symbolic relating to soil engineering.	2809-1972
30.	Method of sampling and preparation of stabilized soils for testing	4332(Part-Iof1 967)
31.	Test in over burden	552 (Part-1of 1969)
(VIII)	<u>OTHER SUBJECTS</u>	
1.	Safety code for scaffolds and ladders part I scaffolds	3696-1966
2.	Safety code for scaffolds and ladders Part 2 ladders.	3696-1966(Part-II)
3.	Recommendation s on stacking and storage of construction materials at site.	4082-1977
4.	Plywood for general purposes (Second revision amendment 1 to 3)	303-1975
5.	Test Sieves	460-1985
6.	Code practice for under drainage of lined canals (Ist revision)	4558-1983
7.	Code of for practice for in situ permeability test	529(Part-1 & 2)
8.	Structural steel (Standard quality) (with amendment No.1 to 3)	226-1975
9.	Hard drawn steel wires (Third revision)	432-1982(Part-II)

10.	Concrete pipes (with and without reinforcement) (2 nd revision)	458-1971
11.	Code of practice for laying of concrete pipes	783-1959
12.	Specification for mild steel tubes, tubular and other wrought steel fittings Part-I mild steel tubes (fourth revision) (With Amendments No. 1 to 5)	1239-1979
13.	Hard drawn steel wire fabric for concrete reinforcement (Second revision)	1566-1982
14.	Asbestos cement pressure pipe (Second revision)	1592-1980
15.	Preformed filler for expansion test in concrete payment and structures (non extruding and resilient type)	1838-1961
16.	Cast iron detachable joints for use with asbestos cement pressure pipes.	8794-1978
17.	Structural steel (Fusion welding quality) (Second revision) IS:2062-1980	
18.	Code of practice for laying of cast iron pipe (With amendment No. I)	3114-1965
19.	Methods of testing for concrete pipes	3597-1966
20.	Rubber sealing rings for gas mains water mains and sewers	5382-1969
21.	Centrifugally cast (spun) iron low pressure pipes for water gas and sewage (First revision)	6163-1978
22.	Code of practice for laying of asbestos cement pressure pipes	6530-1972
23.	Cast iron detachable joints for use with asbestos cement pressure pipes.	8794-1978
24.	Other Publications: Specification for Road and Ministry of shipping and transport bridge works	7900
(IX)	<u>STONE PITCHING AND LAUNCHING APRRON</u>	
1.	Methods of test for determination of strength properties of natural building stone.	121-1975 (Part-1 to 4)
2.	Method of test determination of true specific gravity of natural building stone (First revision)	1122-1974
3.	Method of identification of natural building stone (1st Revision)	1123-1975
4.	Method of test for determination of water absorption apparent specific gravity and porosity of natural building stone (1st revision)	1124-1974
5.	Method of test for determination of weathering of natural building stones (First revision)	1125-1974
6.	Method of test for determination of durability of natural building stone (First revision)	126-1974
7.	Recommendations for dimensions and workmanship of natural building stones for masonry work (First revision)	1127-1970
8.	Recommendation of dressing of natural building stone(1st. revision)	1129-1972
9.	Sand for plaster (First revision)	1542-1977
10.	Code of practice for construction of stone masonry	1597-1967
11.	Rubble stone masonry	1597-1967 (Part 1to II)
12.	Method for determination of resistance to wear by abrasion of natural building stones (First revision)	1706-1972
13.	Sand for masonry mortars (First revision)	2116-1980
14.	Code of practice for preparation and use of masonry mortars (First revision)	2250-1981
15.	Stone facing	4101-1967 (Part-I)
16.	Method of test for determination of water transmission rate by capillary action through natural building stones	4121-1967
17.	Method of test for surface softening of natural building stones	4120-1967

	by exposure to acidic atmospheres	
18.	Methods of test for determination of permeability of natural building stones (First revision)	4348-1973
19.	Method of test for toughness of natural building stones	5218-1969
20.	Gujarat State, Section 2, Engineering properties of building stones	7779-1975 (Part1/Sec.2)
21.	Recommendation practice for quarrying stones for construction purpose	8881-1977
(X)	<u>ROAD WORK</u>	
1.	Paving bitumen (revised) (with Amendment No.1)	73-1961
2.	Cut back bitumen (Revised)	217-1982
3.	Glossary of terms relating to bitumen and tar(2 nd revision)	454-1961
4.	Digboi type cut back bitumen (revised)	454-1961
5.	Distributors for hot tar and bitumen (first revision)	2093-1974
6.	Heaters for tar and bitumen (first revision)	2094-1974
7.	Hot asphalt mixing plants (with amendment No.1)	3066-1965
8.	Bitumen emulsion for roads (anionic type)	3117-1965
9.	Asphalt pavers finisher (first revision) (with amendment No.1)	3251-1965
10.	Bitumen drums	3575-1977
11.	Recommendations on stacking and storage of construction materials at site (first revision)	4082-1977
12.	Bitumen mastic for bridge decking and roads	5317-1969
13.	Method of test for determining aggregates impact value of soft coarse aggregates.	5640-1970
14.	Safety code for construction involving use of hot bituminous materials.	5916-1970
15.	Method of test for determination of stripping value of road aggregates.	6241-1971
16.	Coarse aggregates for water bound macadam (first revision)	6579-1981
17.	Adhesive, bitumen emulsion	7393-1974
18.	Code of practice for road gullies	774-1975
19.	Bitumen emulsion for roads (Cationic type)	8887-1976
20.	Methods for testing tar and bituminous materials	9381-1976
21.	Method for testing tar and bituminous materials Determination of effect of heat and air by thin film over test.	9382-1979

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

1. ROAD WORKS

1.1 PREPARING OF SITE:

1.1.1 CLEARING THE SITE

The contractor shall clear the entire area required for setting out of all stumps, bushes, jungles, roots, brush wood, rubbish of all kinds, loose stone and all objectionable materials. The ownership of all the useful materials so removed from clearing site and / or excavation shall rest with the department. The contractor shall have to remove all the stumps and roots of trees for which no additional payment will be made. The roots of the trees shall be rubbed to a minimum depth of 30cm. The contractor shall dispose of all such materials within 1 km/ as directed by the Engineer-in-Charge all operations in connection with clearance of jungle and bushes shall be subject to provision of forest acts and rules.

1.1.2 No separate payment will be made to be the contractor for complying the requirements of this paragraph and all cost shall be deemed to have been included in the rates quoted in schedule for the items of excavation / stripping.

1.2 RECORDING OF CROSS SECTION

After clearing the site and prior to starting the striping, initial cross section shall be taken at every 15m interval or closer depending of nature of ground up to sufficient distance outside the limit of work. Levels on these cross sections shall be taken at 5m or closer intervals as directed by the Engineer-in-charge and recorded in the field and level book duly authenticated by Engineer-in-charge.

1.3 MEASUREMENT AND PAYMENT:

Measurement for payment will be on the basis of volume of work involved (cubic meter) and the unit rate will include cost of all labour implements and other incidental expenses involved in the work.

1.4 SPECIFICATION FOR I.R.C GR-I AND GR-II MATERIALS

1.4.1 Description

This work shall consist of clean crushed coarse aggregates mechanically inter locked by rolling and voids there of filled with binding materials with the assistance of water laid on a prepared sub-base. It shall be constructed in accordance with specification and in conformity with the lines, grade and cross sections shown on the drawings or as directed by Engineer-in-charge.

1.4.2 Materials

i) Coarse aggregates

a) I.R.C Gr-I metal (90mm to 45mm)

b) I.R.C Gr-II metal (45mm to 63mm)

The coarse aggregates shall be crushed or broken of hard granite metal of above size I.R.C.Gr-I and Gr-II metal of hand broken durable and generally free from flat elongated soft, dirty, disintegrated particles and other objectionable materials and conforming to most grading and after physical requirement.

ii) The Physical requirement for standard size metal shall conform to the test results in the table below.

Sl. No.	Test	IS for test method	Requirement
1.	Los Angles Abrasion value	IS 2386 (Part-IV)	40% maximum
2.	Aggregate Impact value	IS: 2386 (Part-IV or IS: 5640)	30% maximum
3.	Combined flakiness and elongation Indices (Total)	IS: 2386 (Part-I)	30% maximum
4.	Water absorption	IS: 2386 (Part-V)	2% maximum.

iii) Grading requirement

The metals shall conform to one of the grading as given table below provided.

Table: - Grading requirement of metals

Grading No.	Size range.	Sieve Designation	Percentage by weight passing.
IRC-Gr-I	90mm to 45mm	90mm	90-100
		60mm	25-60
		50mm	000
		40mm	0-5
IRC-Gr-II	45mm to 63mm.	63mm	100
		50mm	95-100
		40mm	35-70
		20mm	0-10

iv) Collection, conveyance & stacking

The metals shall be collected from approved quarry, conveyed and stacked at worksite on approved stack yard beyond trafficable berm in standard stack of 1.5m x 1.5m x 0.5m to be measured as one cum of pre-measurement. The materials shall be in the custody of the contractor till complete use.

1.4.3 CONSTRUCTION OPERATION

i) Preparation of sub-grade

The sub-base to receive the IRC-Gr-I metaling coarse shall be prepared to the required grade and camber and cleaned of all dust, any ruts or soft fielding places that have appeared due to improper drainage service under traffic or other reasons shall be corrected and rolled in this firm, where the Gr-I and Gr-II metal is to be laid on existing on surfaced load the surface shall be scarified and reshaped to the required grade and camber as necessary. Weak shall be strengthened, corrugation removed and depression and pot holes made good with suitable materials before spreading the coarse aggregate.

In all cases, the foundation shall be kept well drained during the construction operation.

ii) Provision of lateral confinement of aggregate.

Before starting of laying IRC Gr-I metaling necessary arrangement shall be made for the central confinement of aggregate on method is to construct side shoulder in advance to thickness corresponding to the compacted layers. After shoulder are ready, their inside edge may be trimmed vertical and the included are cleaned of all special materials thereby setting the stage for spread of coarse aggregate.

iii) Spreading coarse Aggregate:

The coarse aggregates shall be spread uniformly and evenly upon the prepared base in required quantities from pre-measured stack along the side of the road. In no case shall these be dumped in heaps directly on the area where these are to be laid not shall their hauling over partly complete base be permitted. The aggregates shall be spread to proper profile by using templates placed across the road about 6 meters approximately where possible approved mechanical device shall be used to spread the aggregate uniformly so as to minimize the need of manipulation by hand.

The Gr-II metaling shall normally be constructed in layers of not more than 75mm compacted thickness. Each layer shall be passed by depth blocks; no segregation of large and fine particles shall be allowed in the coarse aggregates as spreading shall be of uniform gradation with no pocket of fine materials.

1.4.4 ROLLING

After the laying of coarse aggregate, these shall be compacted to full width by rolling with either three-wheel power roller of 8 to 10 tones capacity or an equivalent vibratory roller. The weight of the roller shall depend on the type of the coarse aggregate. The rolling shall begin from edge with roller running forwarded and backward until the edges have been compacted, the roller shall then progress gradually from the edges towards the center parallel to the center line of the road, uniformly lapping each proceeding rear wheel track by one half with. Rolling shall be discontinued when the aggregates are partially compacted with sufficient voids space in them to permit application of screening compaction shall be continued until the aggregate are thoroughly keyed or interlocked with no creeping of stone ahead of the roller. Slight sprinkling of water may be done during rolling if necessary. On super elevated portion of the road, rolling shall commence from the lower edge progress gradually towards the upper edge of the pavement. Rolling shall not be down when the sub-grade is soft or yielding of when it causes as wave like motion in the base coarse or sub-grade. If irregularities develop during rolling which exceeds 1mm tested with a 3meter straight edge the surface shall be laid and aggregates added or removed as required before rolling again so as to achieve a uniform surface conforming to the desired cross section and grade. The surface shall also be checked transversely by template for chamber and any irregularities corrected in the manner described above. In no case shall the use of screening to make up depressions be permitted.

1.4.5 APPLICATION OF SCREENING

After coarse aggregate have been rolled as above, moorum as screening to fill the interstices shall be applied gradually over the surface. Dry rolling shall be done when the screening are being spread so that the jarring effect of roller causes this to settle in to the voids of the coarse aggregate. The screening shall not be dumped in piles but applied uniformly in successive thin layers either by the spreading motion for hand shoves, mechanical spreaders. The screening shall be applied at slow rate in three or one applications as necessary. This shall be accompanied by rolling and brooming. Either mechanical brooms / hand brooms or both may be used. In no case shall the screening applied so fast and thick as so from cakes or bridges on the surface making the filing roller on the coarse aggregates. The spreading rolling and brooming of screening shall be taken up on sections which can be completed within one day operation. Damp and wet screening shall not be used in any circumstances.

1.4.6 SPRINKLING AND GROUTING

After application of screening the surface shall be copiously sprinkled with water, swept and rolled, hand broom shall be used to sweep the wet screening into the voids and to distribute them evenly. The sprinkling weeping rolling operations shall be continued and additional screening applied where necessary until the coarse aggregates are will bound and firmly set a grout has been formed of screening. Care shall be taken that the base or sub-grade does not get damaged due to adoption of excessive quantities water during the construction.

1.4.7 SETTING AND DRYING

After final compaction of the course, the road shall be allowed to cure overnight next morning the hungry spots shall be filled with screening materials; lightly sprinkled with water if necessary and rolled, no traffic shall be allowed till the macadam sets.

1.4.8 PLY OF CONSTRUCTION TRAFFIC

In general construction traffic may ply over completed of the Gr-I and Gr-II metaling provided vehicles move over its full width avoiding any rutting or uneven compaction. However, the Engineer-in-charge shall have full authority to stop the passage of construction traffic when in his opinion this is leading to excessive damage.

1.4.9 RECTIFICATION OF DEFECTING CONSTRUCTION

Where the surface irregularities of the Gr-I and Gr-II metal exceeds or where the coarse is otherwise defective due to sub-grade soil mixing with the aggregates, the layer to its full thickness shall be scarified over the affected area, reshaped with added material or removed and replaced with fresh materials as applicable and re-compacted. The area treated in the aforesaid manner shall not to be less than 10Sq.m. in no case shall depressions be filled up with screening or binding materials.

1.5 SURFACE DRESSING

1.5.1 DESCRIPTION

This work shall consist of the application of good and approved quality of moorum.

1.5.2 CONSTRUCTION OPERATION

- i) Whether and seasonal Limitation
The work is laying shall not be taken up during rainy or foggy weather or when the base coarse damp or wet or during dust storm.
- ii) Preparation of base:
The base on which the surface dressing is to be laid shall be scrapped, cleaned, free from dust and foreign materials and shall be prepared, shaped and conditioned to the specified lines and cross section.

1.5.3 ROLLING:

Immediately after the application of moorum, the entire surface shall be rolled with suitable hand rolled. Rolling shall commence at the edges and progress towards the center except in super elevated portion where it shall proceed from the inner edge to the outer. Each pass of the roller shall uniformly overlap not less than 1/3rd of the track made in the preceding pass. While rolling is in progress additional moorum shall be spread by hand of necessary quantities required to make up irregularities.

1.5.4 WATERING

The sod shall be thoroughly watered immediately after placing and shall be kept thoroughly wet for a period of at least seven days after laying and shall be maintained in a satisfactory condition.

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CHAPTER-7
FORMS

BLANK

NO RELATION CERTIFICATE

I/We hereby certify that I/We* am/are* **related/not related** (*) to any officer of the rank of Assistant Engineer & above and any officer of the rank of Assistant / Under Secretary and above of the Water Resources Department, Govt. of Odisha. I/We* am/are* aware that, if the facts subsequently proved to be false, my/our* contract will be rescinded with forfeiture of E.M.D and 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.

(*) - Strike out which is not applicable

Signature of the Tenderer

Date:-

List of Relatives of the Tenderer serving in Water Resources Department.

SI No.	Name of the relatives	Rank	Place of present posting with office / Division / Department
1	2	3	4

- 1.
- 2.
- 3.
- 4.

CONTRACTOR

CERTIFICATE OF EMPLOYMENT OF UNEMPLOYED

GRADUATE ENGINEER/ DIPLOMA HOLDERS

(For Super class/ Special class/ A class contractors only)

I/We hereby certify that at present the following Engineering personnel are working with me/ our firm/ company and their bio data are furnished below

Sl. No.	Name of Engineering personnel appointed for supervising contractor's work with address	Qualification	Date of appointment	Monthly emolument	Whether full time engagement and continuous	If they are superannuated / retired/ dismissed or removed personnel from State Govt./ Central Govt./ Public Sector Undertaking/ Private Companies and/or any one ineligible for Government service.
1	2	3	4	5	6	7

I/We also note that, non-submission of this certificate will render my / our tender liable for rejection.

Signature of the tenderer

Date-

DETAILS OF OTHER WORKS TENDERED FOR AND WORKS IN HAND ON THE DATE OF SUBMISSION OF TENDER

Sl. No.	Name of works with No. & Dt. Of agreement & Division/ Deptt. concerned	Place & Country	Work in Hand			Work tendered for			Remarks
			Tendered cost	Cost of work remaining to be executed	Anticipated date of completion	Estimated cost	Date when decision is expected	Stipulated date & period	
1	2	3	4	5	6	7	8	9	10

CONTRACTOR

Note - The statement showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be counter signed by the Engineer-in-Charge not below the rank of Superintending Engineer.

DETAILS OF QUARRY FOR PROCUREMENT OF MATERIALS FOR USE IN THE WORK (REQUIRED TO BE FILLED BY THE BIDDER)

Sl. No.	Name of material	Name of Quarry/Stockyard

CONTRACTOR.

PAST PERFORMANCE RECORD OF CONTRACTORS

(TO BE ISSUED BY THE SUPERINTENDING ENGINEER UNDER WHOM THE WORK HAS BEEN EXECUTED)

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 progressing as per work programme	Reasons for delay if any

7. Whether the contractor has requisite machineries and personnel deployed (Details of machineries and personnel deployed):-
8. Whether the quality of construction is satisfactory:-
9. Whether he has capability to make good the loss 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 into any litigation in the past, if yes, the details thereof:-

Name of the Certifying Officer
with official Seal

Signature of the Contractor

AFFIDAVIT

I Sri.....Aged.....Years, Son/ Daughter / Wife of
Sri.....at present residing At.....
P.O.....P.S.....Dist.....Pin.....do here by solemnly affirm as
follows.

- i) That, I/We possess a valid license for execution of works contract issued by
*..... belongs to Class & is valid up to **
- ii) I am submitting tenders before the **Additional Chief Engineer, Rengali Right Irrigation
Circle, Choudwar** for execution of following works in response to Bid Identification No.
ACERRICC-02/2026-27
 - 1.**
 - 2.
 - 3.
- iii) I am the authorized signatory for the tender for the work (mention name of work).
- iv) I am swearing this affidavit that all tender documents and accompanying papers those
being submitted by me before the **Additional Chief Engineer, Rengali Right Irrigation
Circle, Choudwar** are all authentic and bonafied documents in the eyes of Law of the
land.
- v) I do hereby authorize and request any bank, person, firm or Corporation to furnish
pertinent information as deemed necessary and as requested by the Department to
verify this statement or regarding my (our) competency and general reputation.

That the facts stated in the affidavit are true to the best of my knowledge and belief.

Signature of the Contractor/
Authorized Signatory

Note:-

- * Mention the license issuing authority
- ** Mention the date up to which license is valid
- *** Mention the name of works for which tender is being submitted.

BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY (APS)

To _____ (name of Employer)

WHEREAS the bid of _____ (name and address of Contractor) (hereinafter called "the Contractor") has been accepted vide letter of acceptance (LoA) No. _____ dated _____ of Superintending Engineer, _____ to execute the work _____ [name of work] (hereinafter called "the contract")

AND WHEREAS it has been stipulated by you for the said Contract that the Contractor shall furnish you with a Bank Guarantee by a Nationalized/Scheduled Bank in India, counter guaranteed by its local branch at Bhubaneswar towards Additional Performance Security (APS), for compliance with his obligations in accordance with the conditions of Contract.

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

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

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

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

This guarantee shall be valid up to _____ day of _____ 20 _____ i.e. up to 3 (three) months beyond the date stipulated for completion of work. We also agree for extension of this guarantee for a further period in response to the Employer's written request for such extension, which should be presented to us before the expiry of the guarantee.

We _____ (Name of Bank) hereby also undertake to have it counter guaranteed by our local branch at Bhubaneswar, _____ (name and address of Local Branch at Bhubaneswar, Odisha).

(Signature of the authorized officer of the Bank)

.....
.....

Name and designation of the officer

.....

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

We _____ (name and address of Local Branch at Bhubaneswar, Odisha) are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee depending on the filing of claim and only if it is served upon to us by the employer at our Bhubaneswar Branch by a written claim or demand and received by us at our Bhubaneswar branch on or before Dt. _____ (subject to further extension on the Employer's written request for such extension before expiry of this guarantee), otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

(Signature of the authorized officer of the Bank)

.....
.....

Name and designation of the officer

.....

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

BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY (ISD)

To _____ (name of Employer)

WHEREAS the bid of _____ (name and address of Contractor) (hereinafter called "the Contractor") has been accepted vide letter of acceptance (LoA) No. _____ dated _____ of Superintending Engineer, _____ to execute the work _____ [name of work] (hereinafter called "the contract")

AND WHEREAS it has been stipulated by you for the said Contract that the Contractor shall furnish you with a Bank Guarantee by a Nationalized/Scheduled Bank in India, counter guaranteed by its local branch at Bhubaneswar towards Initial Security Deposit(ISD), for compliance with his obligations in accordance with the conditions of Contract.

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

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

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

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

This guarantee shall be valid up to _____ day of _____ 20 _____ i.e. up to 3 (three) months beyond the date stipulated for completion of work. We also agree for extension of this guarantee for a further period in response to the Employer's written request for such extension, which should be presented to us before the expiry of the guarantee.

We _____ (Name of Bank) hereby also undertake to have it counter guaranteed by our local branch at Bhubaneswar, _____ (name and address of Local Branch at Bhubaneswar, Odisha).

(Signature of the authorized officer of the Bank)

.....
.....
Name and designation of the officer
.....

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

We _____ (name and address of Local Branch at Bhubaneswar, Odisha) are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee depending on the filing of claim and only if it is served upon to us by the employer at our Bhubaneswar Branch by a written claim or demand and received by us at our Bhubaneswar branch on or before Dt. _____ (subject to further extension on the Employer's written request for such extension before expiry of this guarantee), otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

(Signature of the authorized officer of the Bank)

.....
.....
Name and designation of the officer
.....

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

BLANK

CHAPTER – 8

DRAWINGS

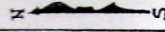
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**DRAWING & DESIGN SECTION CAN BE SEEN IN THE OFFICE OF
THE CONCERNED SUPERINTENDING ENGINEER DURING THE OFFICE
HOURS OF THE ON LINE BIDDING PERIOD**

Dwg No. RC01/726

AYACUT AREA COVERED

- 1. L.M.C. RD 00 Km TO RD 30.00 Km 12.57 Ha
 - 2. L.M.C. RD 30.00 Km TO 47.00 Km 18.37 Ha
 - 3. R.M.C. RD 00 Km TO 10.34 Km 6.63 Ha
- TOTAL 37.57 Ha
GRAND TOTAL 37.57 Ha



LEGEND

- 1. River & Nallah
- 2. Road
- 3. Railway Line
- 4. Dist. Boundary
- 5. Proposed Rengali Canal
- 6. Proposed Canal
- 7. Uncommanded Area
- 8. Package
- 9. Work in Progress

- LBC-I
- LBC-II
- RBC-I
- RBC-II
- LIFT

SCALE: 1 CM = 5 KM
GOVT. OF ORISSA
IRRIGATION DEPARTMENT

INDEX MAP

Sheet	Scale	1:50,000
Drawn	Checked	By
Chd	Rev	By
FILE NO	DATE	1992
RIGHT CANAL DIVISION	DRG NO	RC01/726

