



PID-120 OF 2026-27

**GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES**

**OFFICE OF THE SUPERINTENDING ENGINEER,
PURI IRRIGATION DIVISION, PURI**

**TENDER DOCUMENT
(BID DOCUMENT)**

FOR THE WORK

Protection to Bhargovi right embankment from RD
54.400Km. to 55.900Km. (Working RD 55.100Km.
to 55.300Km & from RD 58.600Km. to 58.700Km.)

**SUPERINTENDING ENGINEER,
PURI IRRIGATION DIVISION, PURI**

BID DOCUMENTS

NAME OF WORK Protection to Bhargovi right embankment from RD 54.400Km. to
55.900Km. (Working RD 55.100Km. to 55.300Km & from RD 58.600Km.
to 58.700Km.)

The document contains Sheets.

**Superintending Engineer
Puri Irrigation Division, Puri**

CONTENTS

SECTION	ITEMS	PAGE NO.
SECTION - 1	DETAILED TENDER CALL NOTICE	4 – 32
SECTION - 2	INFORMATION & INSTRUCTION TO TENDERERS	33 – 36
SECTION – 3	GENERAL RULES AND DIRECTIONS	37 – 42
SECTION – 4	CONDITION OF CONTRACT	43 – 69
SECTION – 5	TECHNICAL SPECIFICATION	70 – 93
SECTION – 6	FORMS	94 – 98
SECTION – 7	BILL OF QUANTITY	99 – 108
SECTION – 8	GOVT. CIRCULAR	109 –

SECTION - 1
DETAILED TENDER CALL
NOTICE



GOVT. OF ODISHA DEPARTMENT OF WATER RESOURCES
OFFICE OF THE SUPERINTENDING ENGINEER
PURI IRRIGATION DIVISION, PURI

E Mail I.D. eeepuri_eicwr.od@nic.in & eeepuriirrigation@yahoo.com

No. **1648(WE)**/ Dated, Puri, the **6.6.2026**

"e" PROCUREMENT NOTICE No. PID-02 OF 2026-27
Bid Identification No. PID-97 2026-27 to PID-134 of 2026-27

1.	Name of the work	:-	River/ Saline/ Canal/ Road
2.	Total No of package	:-	38Nos.
3.	Tender Cost	:-	Rs23.80 Lakhs to 41.86Lakhs
4.	EMD	:-	As per Column No.6 (Online Payment Mode)
5.	Class of contractor	:-	"D" Class to "B" Class
6.	Cost of tender paper	:-	Rs.6000/- (Online Payment Mode) respectively shown as per Column No. 5
7.	Period of completion	:-	Six Calander months
8.	Technical Bid Opening	:-	Dt. 23.6.2026 at 11.00 AM
10	Transparent lottery among L1 Bidders (if more than one Bidders in same rate)	:-	Will be intimated latter.

Procurement Officer	Bid Identification No.	Availability of Tender		Last date & time for seeking tender clarification	Place of opening of Tender O/o the Superintending Engineer, Puri Irrigation Division, Puri		Period of Completion
		From	To		Opening of tender	Date and time of lottery if required	
Superintending Engineer, Puri Irrigation Division, Puri	PID-97 of 2026-27 to PID-134 of 2026-27	11.6.2026 at 10.30 Hours	22.06.2026 at 17.30 Hours	22.06.2026 upto 5.30 PM during office hours	23.06.2026 at 11.00 Hours	Will be intimated while uploading the Financial Bid Opening Summary	Six Calander months

Further detail conditions can be seen from the Govt. website <http://www.tendersorissa.gov.in>
All Corrigendum/cancellation of tender anything regarding tender will be shown in Govt. website <http://www.tendersorissa.gov.in> only.

Sd/-
Superintending Engineer,
Puri Irrigation Division, Puri



**GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES,
OFFICE OF THE SUPERINTENDING ENGINEER,
PURI IRRIGATION DIVISION, PURI**

E Mail I.D. eeपुरi_eicwr.od@nic.in & eeपुरiirrigation@yahoo.com

**DETAILED TENDER CALL NOTICE e” PROCUREMENT NOTICE NO. PID-02-2026-27
(Single Cover)**

Bid Identification No. PID-97 of 2026-27 to PID-134 of 2026-27

The Superintending Engineer, Puri Irrigation Division, Puri on behalf of Hon’ble Governor of Odisha invites percentage rate single cover online tender through e-procurement in the prescribed form to be eventually drawn in P.W.D. form No. P1 from “D” Class to “B” Class Contractor Registered with the State Govt. of Odisha or from contractors of equivalent grade / class registered with other State Govt. / Central Govt. / MSME / Railways or other Govt. undertakings. All the contractors are to be registered in the State portal and must possess compatible digital signature certificate of Class-II and III for online bidding. The website for online bidding is www.tenderorissa.gov.in. for the works (as enclosed).

Sl. No.	Bid Identification No.	Name of the work	Amount put to tender in Rs.	Class of contractor	Cost of tender paper (through online)	EMD (through online)	Period of completion	Nature of work
1	2	3	4	5	6	7	8	
1	PID-97 of 2026-27	Improvement to Service Road on Left bank of Kanas Branch Canal from RD 6.500Km. to 8.00Km. (Pamasara to Ananda Bazar Bridge)	3999763.00	C&B	6000/-	40000/-	Six calendar months	Canal
2	PID-98 of 2026-27	Construction of C.C. Road on left bank of Atharabhaga Minor from RD 3.00Km. to 3.700Km	3816831.00	C&B	6000/-	38200/-	Six calendar months	Canal
3	PID-99 of 2026-27	Improvement to Sakhigopal Branch Canal from RD 37.890 km to 38.700 km	3265718.00	C&B	6000/-	32700/-	Six calendar months	Canal
4	PID-100 of 2026-27	Slope protection to Kalapadar Saline embankment from RD 0.130Km. to 0.250Km.	4008612.00	B	6000/-	40100/-	Six calendar months	Saline
5	PID-101 of 2026-27	Slope protection to Kalapadar Saline embankment from RD 00Km. to 0.120Km.	4138154.00	B	6000/-	41400/-	Six calendar months	Saline
6	PID-102 of 2026-27	Improvement to service road on Bhargovi right embankment from RD 20.00Km. to 21.00Km.	4064787.00	B	6000/-	40700/-	Six calendar months	River

CONTRACTOR

6

SUPERINTENDING ENGINEER,
PURI IRRIGATION DIVISION, PURI

7	PID-103 of 2026-27	Improvement to Bhailipur Olla Gherry Bundha from RD 00Km. to 1.300Km.	3606182.00	C&B	6000/-	36100/-	Six calendar months	Gharry bundha
8	PID-104 of 2026-27	Strengthening to Service Road on Luna OAE from RD 1.900Km. to 2.400Km. Near Ranakeswari Temple.	4115559.00	B	6000/-	41200/-	Six calendar months	Road
9	PID-105 of 2026-27	Construction of protection wall from RD 15.200Km. to 15.300Km. on Sukal Distributary left bank near Pattanaikia Escape	2913994.00	C&B	6000/-	29200/-	Six calendar months	Canal
10	PID-106 of 2026-27	Lunching and packing on Bhargovi right embankment from RD 14.800Km. to 14.950Km.	4185311.00	B	6000/-	41900/-	Six calendar months	River
11	PID-107 of 2026-27	Improvement to road on Bhailipur right flood embankment from RD 3.350Km. to 4.350Km.	3585537.00	C&B	6000/-	35900/-	Six calendar months	River
12	PID-108 of 2026-27	Renovation of service road on Dadaragada TRE from RD 1.500Km. to 2.580Km.	4177277.00	B	6000/-	41800/-	Six calendar months	TRE
13	PID-109 of 2026-27	Improvement to road from Daya Escape to Nuadokanda	3440419.00	C&B	6000/-	34500/-	Six calendar months	River
14	PID-110 of 2026-27	Lunching and packing on Bhargovi right embankment from RD 17.300Km. to 17.400Km.	4055121.00	B	6000/-	40600/-	Six calendar months	River
15	PID-111 of 2026-27	Improvement to service road on Churali Minor from RD 1.300Km. to 2.300Km. & Construction of VRB at RD 2.012Km.	4141396.00	B	6000/-	41500/-	Six calendar months	Canal
16	PID-112 of 2026-27	Lunching and packing on Bhargovi right embankment from RD 14.950Km. to 15.100Km.	4186476.00	B	6000/-	41900/-	Six calendar months	River
17	PID-113 of 2026-27	Improvement to Bhargavi right embankment from RD 65.500 to 66.00 km	3731494.00	C&B	6000/-	37400/-	Six calendar months	River
18	PID-114 of 2026-27	Improvement to service road on Bhargovi right embankment from RD 16.00Km. to 17.00Km.	4064787.00	B	6000/-	40700/-	Six calendar months	River
19	PID-115 of 2026-27	Protection to Bhargovi right embankment from RD 53.500Km. to 53.700Km. (Working RD 59.100Km. to 59.400Km)	4036630.00	B	6000/-	40400/-	Six calendar months	River
20	PID-116 of 2026-27	Improvement to service road on Bhargovi right embankment from RD 15.00Km. to 16.00Km.	4064787.00	B	6000/-	40700/-	Six calendar months	River

21	PID-117 of 2026-27	Restoration to Mahisa-Berhampur Saline Gherry from RD 00Km. to 0.090Km. with construction of single vented sluice.	4149701.00	B	6000/-	41500/-	Six calendar months	Saline
22	PID-118 of 2026-27	Improvement to Bedarpada Gherry Bundha from RD 00Km. to 1.200Km.	3410638.00	C&B	6000/-	34200/-	Six calendar months	Gherry Bundha
23	PID-119 of 2026-27	Construction of bathing steps near village Jankia & Daya Vihar on Daya left embankment	2713980.00	C&B	6000/-	27200/-	Six calendar months	River
24	PID-120 of 2026-27	Protection to Bhargovi right embankment from RD 54.400Km. to 55.900Km. (Working RD 55.100Km. to 55.300Km & from RD 58.600Km. to 58.700Km.)	3999541.00	C&B	6000/-	40000/-	Six calendar months	River
25	PID-121 of 2026-27	Construction of Sluice at RD 0.350Km. of Bajrakota Saline Gherry.	2501090.00	C&B	6000/-	25100/-	Six calendar months	Saline
26	PID-122 of 2026-27	Improvement to Bhargovi right embankment from RD 33.800Km. to 35.800Km.	3509504.00	C&B	6000/-	35100/-	Six calendar months	River
27	PID-123 of 2026-27	Slope protection to Bhargovi right embankment from RD 32.360Km. to 32.430Km. (Working RD 29.910Km. to 29.972Km.)	3970350.00	C&B	6000/-	39800/-	Six calendar months	River
28	PID-124 of 2026-27	Improvement to Bhargavi right embankment from RD 64.00Km. to 64.500Km.	3905344.00	C&B	6000/-	39100/-	Six calendar months	River
29	PID-125 of 2026-27	Slope Protection to Bhargovi right embankment from RD 29.800Km. to 30.060Km. near village Banamalipur)	3989761.00	C&B	6000/-	39900/-	Six calendar months	River
30	PID-126 of 2026-27	Improvement to Bhargovi right embankment from RD 56.00Km. to 56.500Km. (Working RD 58.700Km. to 59.100Km.)	3983292.00	C&B	6000/-	39900/-	Six calendar months	River
31	PID-127 of 2026-27	Improvement to road with sluice at Huruhura Drain near village Huruhura.	3041642.00	C&B	6000/-	30500/-	Six calendar months	Drain
32	PID-128 of 2026-27	Protection to Bhargovi left embankment from RD 47.202Km. to 47.302Km.	3884804.00	C&B	6000/-	38900/-	Six calendar months	River
33	PID-129 of 2026-27	Improvement to road on Luna left embankment near village Nalibasanta with CD structure	3941669.00	C&B	6000/-	39500/-	Six calendar months	River
34	PID-130 of 2026-27	Improvement to Bhargovi left embankment from RD 42.00Km. to 42.700Km.	4131978.00	B	6000/-	41400/-	Six calendar months	River
35	PID-131 of 2026-27	Restoration to Bhargovi left embankment from RD 47.100Km. to 47.200Km.	3905020.00	C&B	6000/-	39100/-	Six calendar months	River

36	PID-132 of 2026-27	Improvement to Machhapada minor from RD 6.60 km to 7.70 km	3584663.03	C&B	6000/-	35900/-	Six calendar months	Canal
37	PID-133 of 2026-27	Improvement to service road on left bank of Benagaon Minor from RD 4.030Km. to 4.480Km. Near Kapileswar Temple.	2380785.00	C&B	6000/-	23900/-	Six calendar months	Canal
38	PID-134 of 2026-27	Improvement to Hundasamantaraypur saline gherry from RD 1.00 km to 1.470 km	4129428.00	B	6000/-	41300/-	Six calendar months	Saline

1. Bid document consisting of information, plans, specification and Bill of quantities of the works are available in web-site www.tenderorissa.gov.in and the set of terms and conditions of contract and other necessary documents can be seen in the web-site till last date of submission of Bid.

2. Availability of Tender for On-line bidding: Dated **11.6.2026 at 11.00 AM to 22.6.2026 upto 5.30 PM**

3. The bidder shall submit the required Earnest Money Deposit (EMD) col. 04 of the work list table and cost of bid document as mentioned in Col 05 of the said table, as part of its bid vide Works Department OM No.3785/W Dt. 09.05.2017 and 6785/W Dt. 09.05.2017 through online process as mentioned in DTCN.

4. 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 after a period of two years of retirement from Government service, without Government permission.

5. Additional performance security (APS) shall be obtained from the bidder when the bid amount is less than the estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price/ rates than the estimated cost put to tender shall have to furnish the exact amount as per table below. Additional Performance Security (APS) has to be furnished in shape of Term Deposit Receipt pledged in favour of the Superintending Engineer, Puri Irrigation Division, Puri from any Nationalized / Scheduled bank in India counter guaranteed by its local branch at Bhubaneswar within seven days of issue of Letter of Acceptance (LoA), otherwise the bid shall be cancelled and the security deposit shall be forfeited. Further proceeding for black listing shall be initiated against the bidder as per Amendment to para 3.5.5 (v) of OPWD Code, Volume-I
After careful observation, Government has been pleased to abolish the extant provisions of threshold negative bid caps (14.99%) introduced in Appendix-IX, Clause 36 of OPWD Code Volume-II in the procurement of works undertaken by the Govt of Odisha and its agencies to ensure the procurement process results in a viable and successful manner with adoption of following incremental Additional Performance Security (APS) system (Communicated vide OM No.07764600022025-173/W Dated 03.01.2026 of the Works Department, Govt. of Odisha.) Additional performance security shall be taken on an incremental basis from the selected bidder for low bid prices in the project works as under:

a) 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.

b) Where the bid price is below 10% but not below 20% of the project cost put to bid The additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the

additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price.

- c) 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.
- d) 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.
- e) The additional performance security shall be treated as part of the performance security.
- f) 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.
- g) If more than one bid are found to be lowest, the tender accepting authority will finalize the tender through a transparent lottery system.

(OM No.07764600022025-632 1W. Dt. 09.01.2026 of the Works Department, Govt. of Odisha.)

The following clarifications are issued on Works Department Office Memorandum No. 173 dated 03.01.2026

- a. The phrase "to abolish the extant provisions of threshold negative bid caps (14.99%) introduced....." in the first para of the Works Department OM No. 173 dated. 03.01.2026 may be read as ".....to abolish the extant provisions of threshold negative bid caps of 15 % introduced vide Works Department OM No. 123561W dt. 08.11.2013 and amended vide Works Department OM No. 1437 dt, 31.01.2023 "
- b. If more than one bid is quoted (decimal up to two numbers will be taken for all practical purposes), either at the estimated cost put to tender or less than the estimated cost put to tender, the tender accepting Authority will finalize the tender through a transparent lottery system, where all the concerned bidders/their authorized representatives, the concerned SE/EE of the concerned Division and Divisional Accounts Officer (DAO) will remain present.
- c. If the rate quoted by the SC and ST Category Contractors comes to the rate quoted by the L1 bidder(decimal up to two numbers will be taken for all practical purposes) after availing 10% price preference as per Para 2 of Works Department Resolution No. 27748 dated. 11.10.1977, the tender shall be finalized by the tender accepting authority through a transparent lottery system along with other categories of contractors.
- d. As regards the bidding process in which the tender has been floated before the issue of Works Department Office Memorandum No.173 dt 03.01.2026, the bid shall be finalized as per the earlier provisions in Appendix-IX, Clause 36 of OPWD Code Volume-II.

- e. This has been concurred in by the Finance Department in File No FIN-WF1-MISC-01 02-2025
6. Bid validity period of the Tender is for a period of 90 days from the date of the opening of tender. Conditional bid is subject to forfeiture of EMD. If any bidder withdraws his Bid/Tender before the said period or makes any modification in the terms and condition of the bid, the E.M.D. deposited at the time of submission of tender / bid shall stand forfeited.
 7. The bidder shall pay / transfer the required EMD / Bid Security by online as mentioned in the Tender details through payment gateway of designated banks and in no other form. A bidder shall make electronic payment using his / her Internet Banking enabled account with designated banks or their aggregator banks. A bidder having account in other banks can make payment using NEFT / RTGS facility of designated banks (SBI/ICICI Bank/HDFC Bank) and their Aggregator Banks as per WDOM No.17254 /W Dt.05.12.2017 as mentioned in DTCN. The bidder should ensure that EMD / Bid Security is paid through payment gateway online mode only.
 8. Signing of Bid:- The on-line bidder shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity as per IT ACT-2000. If any of the information furnished by the bidder is found to be false / fabricated / bogus, his/her EMD / Bid security shall stand forfeited and his/her registration in the portal shall be blocked and the bidder is liable to be blacklisted. Authority reserves the right to reject any or all the tenders without assigning any reason thereof. No tenderer can demand the cause of rejection of his/her offer.
 9. Authority will not be held responsible for system failure, malfunction of internet or traffic jam. Bidders are advised to submit their bids well in advance within the stipulated period.
 10. The contractor will write percentage Excess or less upto two decimal point only if he writes the percentage excess or less up to more than two decimal point, the two decimal point shall only be considered without rounding up.
 11. A bidder can submit only one tender paper for a particular work, submission of more than one tender paper by a bidder for a particular tender will be liable for rejection of all such tender papers as per Works Department letter No. 4985/WE dated 28.03.2007.
 12. The bid is to be submitted in single cover / double cover. The bidders shall furnish an Affidavit at the time of submission of the bid, about the authentication of the tender documents including Registration Certificate, PAN Card, No Relation Certificate (NRC) and Active GSTIN etc. failing which the bid shall be considered as non-responsive and thus liable for rejection. No adjustment of EMD will be entertained at all. Labour license is to be produced by the successful bidder at the time of agreement.
 13. The Schedule Caste/ Schedule Tribe/ Physically handicapped Contractors desirous to avail the facility of preference as per Works Department should produce their original registration certificate stating the fact of Caste / Physically handicapped by their registration authority with the bid, failing which they will not get price preference as per rule.
 14. Exemption of EMD to the Engineer contractor will be allowed for a maximum of three works in a financial year and the fact of awarding a work with Exemption of EMD should be entered in the Original Registration Certificate of the Engineer Contractor. Engineer contractor desirous to avail the exemption of E.M.D. is required to submit an affidavit to the effect that he/she has not yet availed the facility for more than two works during the current financial year.



15. The bidder should upload all the documents as per clauses of DTCN in the pdf format. Non submission of Affidavit and No Relation Certificate as per annexure-A&B is liable for rejection of the Tender.
16. The bidders shall go through these eligibility criteria before online bidding such as valid Registration Certificate, PAN & GSTIN Certificate and all these entries should be very clear and legible manner free from any ambiguity. Any deviation shall liable to rejection of bid
- 17.If L1 bidder does not turn up for agreement after finalization of the tender, then he/she shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. In that case, the L2 bidder, if fulfills other required criteria will be called for drawing agreement for execution of the work subject to the condition that the L2 bidder negotiates at par with the rate quoted by the L1 bidder, otherwise the tender will be cancelled.
- 18.The online bid will be opened on dated **23.6.2026 at 11.00 A.M.** in the office of the undersigned in the presence of the bidder or their authorized agents, who wish to attend. If the office happens to be closed on the date of opening of the bids as specified, the bids will be received and opened on the corresponding next working day at the same time and venue. If so many bidders have quoted the same rate, a transparent lottery system will be adopted in the presence of all bidders / their authorized representatives, the Superintending Engineer and DAO.
- 19.The Single Tender received in the first call shall be cancelled without opening of the bid. The acceptance of a single tender received even after re-tendering should have prior approval of the next higher authority.
- 20.Authority reserves the right to reject any or all of the tenders without assigning any reasons thereof. No tenderer can demand the cause of rejection of his / her offer.
- 21.Other details & conditions can be seen in the bidding documents, which are available in Govt. website www.tendersodisha.gov.in.
- 22.All the Corrigendum / Notices or any other information if any will only be uploaded in the above tender website.

Sd/-
Superintending Engineer,
Puri Irrigation Division, Puri



**GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES,
OFFICE OF THE SUPERINTENDING ENGINEER,
PURI IRRIGATION DIVISION, PURI**

DETAILED TENDER CALL NOTICE

1. The **Superintending Engineer, Puri Irrigation Division, Puri** invites on-line percentage rate tender in the prescribed form to be eventually drawn in P.W.D. form No. P1 from **“D” to “B”** Contractor Registered with the State Govt. of Odisha or from contractors of equivalent grade / class registered with other State Govt. / Central Govt. /M.E.S. / Railways or other Govt. undertakings. All the contractors are to be registered in the State portal and must possess compatible digital signature certificate of Class-II and III for online bidding. The website for online bidding is <http://tendersodisha.gov.in>.
2. The tender documents may be downloaded from the Govt. website from dated **11.6.2026 at 10.30 A.M to 21.06.2025 up to 5.30 P.M** for the work **“Protection to Bhargovi right embankment from RD 54.400Km. to 55.900Km. (Working RD 55.100Km. to 55.300Km & from RD 58.600Km. to 58.700Km.)”** The bidder for participation in on-line bidding will have to pay **Rs.6,000.00 (Rupees Six thousand)** to (non-refundable) only **on-line** for each set towards cost of bid document. **As mentioned in the work list on Col No. 5 against each work.** The bid will be **opened on 23.6.2026 at 11.00 A.M** in the office of the **Superintending Engineer, Puri Irrigation Division, Puri** in presence of the tenderer or their authorized agents. The bidders who participated in the on-line bidding can witness opening of the bid from any system logging on to the portal away from opening place. The bids can only be opened by the pre-designated officials only after the opening time mentioned in the bid. In the event of the specified date of bid opening being declared a holiday the bid will be opened at the appointed time and location in the next working day.
3. The approx. value of the work tendered for **as mentioned in the Col. No. 03 of work list**
Rs._3999541.00.
4. The bidders shall prepare the documents and upload the scanned typed document in PDF format (or as specified in the portal) in appropriate place. Tender must be submitted in on- line only.
5. No tenderer will be permitted to furnish their tender in their own manuscript.
6. (a) Bid Security / EMD @ 1% of the amount put to tender as mentioned in the **Col No 6 of the work list i.e. Rs. 40000/-** must be accompanied with tender. The bidder shall pay / transfer the required EMD / Bid Security by online as mentioned in the Tender details through payment gateway of designated banks and in no other form. A bidder shall make electronic payment using his / her Internet Banking enabled account with designated banks or their aggregator banks.
A bidder having account in other banks can make payment using NEFT / RTGS facility of designated banks. The bidder should ensure that EMD / Bid Security is paid through payment gateway online mode only.
(b) Adjustment of earnest money given with other tenders previously and submitted with other tenders shall not to be entertained.
7. For submission bids through e-Procurement Portal, the bidder shall scan all the written pages of contractor’s license (R.C), PAN Card, GSTIN Certificate, Affidavit regarding authentication of

documents and No Relation Certificate etc. and upload to the system in designated place. The bidder shall have to furnish the original document to the Superintending Engineer, Puri Irrigation Division, Puri as and when required for verification of tender. The original affidavit should be retained by the bidder with him. The successful bidder shall have to submit the original affidavit to the Superintending Engineer before the drawal of agreement.

8. Providing facilities to the Engineer contractor

- i) As per works Department No.FR-11/2001/10003/00 Bhubaneswar dtd 24.5.01, 5% price preference allowed to the Engineer contractor in the tender rates has been withdrawn.
- ii) The Engineer contractor shall have to execute the work if awarded to him under his direct supervision and he will not be allowed to execute such work through his Power of Attorney Holder.
- iii) Exemption of EMD to the Engineer contractor will be allowed for a maximum of three works in a financial year and the fact to attending a work with exemption Of EMD should be entered in the original Registration Certificate of the Engineer Contractor. [F.D.& LAW Deptt. UOR No.334 WE dt. 5.6.98 & No.449 L dt. 25.03.2000 respectively.
- iv) **Engineer contractor desirous** to avail the exemption of EMD is required to submit an affidavit to the effect that he/she has not yet availed the facility for more than two works during the current financial year. The name of work for which and the authority to whom the tenders have been submitted, must be mentioned in the affidavit, failing which the tender will be rejected.

9. The work is to be completed in all respect within **08 (eight)** calendar months from the date of issue of work order.

10. The bidders should have been registered in the CDMS portal of Odisha Government. Else their bids will not be considered & rejected as per Works Department Letter No. 9100 dated 17.07.2020.

11. The Plans, specifications and scope for the work can be seen in the office of the **Superintending Engineer, Puri Irrigation Division, Puri** during any working day.

12. The tenderers shall carefully study the tentative drawing and specification applicable to the contract and documents which will form as part of the agreement to be entered into by the accepted tenderer & detailed standard specifications for Odisha and other relevant specification and drawings are available with the tender document or with the Superintending Engineer, Puri Irrigation Division, Puri. Complain at a future date that plans and specifications have not been seen by the tenderers cannot be entertained.

13. The bidder can resubmit his bid through online e-procurement mode out of which the system shall consider only the last bid submitted to the portal.

14. Every tenderer is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and approach road to quarries and locality of the work and satisfy himself about the quality and availability of materials including the medical aids, labour and foodstuff etc. In every case the materials must comply with the relevant specifications. 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.

The tenderer will be deemed to have satisfied himself that the rates quoted by him in the tender will be adequate to complete the work according to the specifications and conditions attached to and that he has taken into account all conditions, difficulties that may be encountered during its progress and to have quoted labour rates and materials, entry tax and other duties, leads, lifts, loading and unloading and freight for materials and all other charges necessary for the completion of the work to the entire satisfaction of the Engineer-in-charge of the work and his authorized subordinates. In the course of awarding a work, the Department may desire the analysis of the rate arrived for against any item (s) of work.

15. Each tenderer must quote a definite percentage rate over the estimated cost of work and be included in the contract. Tenders containing indefinite terms such as estimated rates will not be considered.
16. If any further necessary information is required the bidder can seek clarification on the bids within 5 days from the start of sale of bid document. The employer response for the queries raised by the bidder will be posted in the portal.
17. All rates should be for finished items of work unless otherwise mentioned in the tender schedule.
18. The bidder shall upload the documents in the designated locations of technical bid (Cover- I) and Financial bid (Cover-II). The 1st covers i.e. Cover-I (Technical bid) should contain Contractor's R.C, E.M.D, Active GSTIN, PAN, Affidavit, undertaking declaring no relationship with Department officials & any other documents as per SBD/DTCN in PDF format. Non submission of the same the tender will not be considered and will be rejected. Similarly, the 2nd cover i.e. Cover-II (Financial bid) should contain bill of quantities (BOQ) (in xls format). 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.
19. A bidder can submit only one tender paper for a particular work, submission of more than one tender paper by a bidder for a particular tender will be liable for rejection of all such tender tender papers as per works Department letter No. 4985/WE dated 28.03.2007
20. The tender is to be submitted in Packet containing Scanned copy of EMD, Tender paper cost, Registration certificate, PAN card, valid GSTIN certificate, affidavit regarding authenticity of document & No-relationship certificate as per the relevant clauses of this DTCN and special conditions if any. The bidder shall only submit single copy of the document. He is required to check the documents uploaded with the requirement asked for in the bid. Only after satisfying that all the documents have been uploaded, he should activate submit button. His bids shall not be considered responsive and action as per relevant clause shall be taken if he does not provide the required documents or provided illegible document. Clarity of the document may be ensured by taking out a sample printing. The tenderer are only required to write the name of the work and authority who had issued the tenders.
21. If any further necessary information is required the bidder can seek clarification on the bids within 7 days from the start of sale of bid document. The employer response for the queries raised by the bidder will be posted in the portal.
22. The Bid security in the above form shall be from a Nationalized Bank valid for a period of 45 days beyond the validity of the bid. Bid security in other form is acceptable if the bid documents provide for it.
23. The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 5 days of opening of the tender. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.
24. Bidders desirous to hire machineries or equipment's from outside the State are required to furnish 2% (Two percent) of the amount put to tender as bid security. Tender not accompanied with bid security and security for hired machineries as specified above shall be liable for rejection.
25. All charges towards quality control test will be borne by the contractor.

26. All tenders received will remain valid for **90 (Ninety)** days from the date of receipt of tenders and validity of tenders can also be extended if agreed to by the tenderer and the Department. Tenderer, whose Tender is accepted must submit a work programme of work immediately after issue of work order for approval of Engineer-in-charge.

27. The date of commencement and completion the work shall be as notified in work order.

28. Each tender must quote a definite **percentage** rate over the estimated cost of work which will be included in the contract. Tenders containing indefinite terms such as estimated rates will not be considered. Submission of Bids through the E-Procurement Portal, an intelligent Bill of Quantity in Microsoft Excel format shall be made available to the bidder. The bidder shall fill percentage rates in figures and words should not leave any cell blank.

29. Rates should be furnished percentage rate of work unless otherwise mentioned in the tender schedule.

30. The bidder shall write his name in the space provide in the specified location in the Protected Bill of Quantities (BoQ) published by the Officer inviting Tender. The bidder shall type rates in figure only in the rate column of respective item(s) without any blank cell in the rate column in case of item rate tender and type percentage excess or less up to two decimal place only in case of percentage rate tender.

31. The percentage rate should be written in figures in decimal coinage and the units in words. The tender should also show the grand total of the whole tender.

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

33. The online bidder shall digitally sign on all statement's documents, certificates uploaded by him, owning responsibility for their correctness/authenticity as per IT Act 2000, If any of the information furnished by the bidder is found to be false / fabricated / bogus, his EMD/Bid Security shall stand forfeited & his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

34. The tender may not, at the discretion of the competent authority, be considered unless accompanied by scanned attested true copies of Registration Certificate, PAN card, GSTIN & No. Relationship Certificate, Affidavit regarding authenticity of documents. The original certificates are also to be produced at the time of opening of the tender. Copies of **Registration Certificate, PAN CARD & Active GSTIN Certificate, NRC and Affidavit** given with other tender previously or with other tender on the same day will not be taken in to consideration.

35. The tender containing extraneous condition not covered by the tender call notice are liable for rejection and quotations should be strictly in accordance with the tender call notice, any change in the wording will not be accepted.

37 Submission of Bids through the E-Procurement Portal, it is allowed to modify the bid. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and the latest bid only will be admitted.

But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic jam. If the bidder fails to submit his modified bids with in the designated time of receipt, the bids already in the system shall be taken for evaluation.

Submission of Bids through the E-Procurement Portal, withdrawal of bid is allowed. The bidder has to click on the "withdraw" button and record the necessary justification for the same in the space provided. In addition to this, he has to write a letter addressed to the Officer inviting the bid and up load the scanned document to portal in respective bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.

38. Items of work not covered by the tender notice shall be paid at the current schedule of rates of the state and those not covered by the said schedule rates will be paid, on actual analysis approved by the competent authorities.

39. After careful observation, Government has been pleased to abolish the extant provisions of threshold negative bid caps (14.99%) introduced in Appendix-IX, Clause 36 of OPWD Code Volume-II in the procurement of works undertaken by the Govt of Odisha and its agencies to ensure the procurement process results in a viable and successful manner with adoption of following incremental Additional Performance Security (APS) system (**Communicated vide OM No.07764600022025-173/W Dated 03.01.2026 of the Works Department, Govt. of Odisha.**) Additional performance security shall be taken on an incremental basis from the selected bidder for low bid prices in the project works as under:

b) **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.

b) **Where the bid price is below 10% but not below 20% of the project cost put to bid** The additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price.

c) **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.

d) 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.

e) The additional performance security shall be treated as part of the performance security.

f) 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.

g) If more than one bid are found to be lowest, the tender accepting authority will finalize the tender through a transparent lottery system.

(OM No.07764600022025-632 1W. Dt. 09.01.2026 of the Works Department, Govt. of Odisha.)

The following clarifications are issued on Works Department Office Memorandum No. 173 dated 03.01.2026

a. The phrase **"to abolish the extant provisions of threshold negative bid caps (14.99%) introduced....."** in the first para of the Works Department OM No. 173 dated. 03.01.2026 may be read as **".....to abolish the extant provisions of threshold negative bid caps of 15 % introduced vide Works Department OM No. 123561W dt. 08.11.2013 and amended vide Works Department OM No. 1437 dt, 31.01.2023 "**

b. If more than one bid is quoted (decimal up to two numbers will be taken for all practical purposes), either at the estimated cost put to tender or less than the estimated cost put to tender, the tender accepting Authority will finalize the tender through a transparent lottery system, where all the

concerned bidders/their authorized representatives, the concerned SE of the concerned Division and Divisional Accounts Officer (DAO) will remain present.

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

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

e. This has been concurred in by the Finance Department in File No **FIN-WF1-MISC-01 02- 2025**.

40. 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.

41. On signing the agreement, the site will be handed over to the contractor for execution and completion of works in all respect.

42. On no account, the contract work should be sublet to anybody without the prior approval of the Tender accepting authority of the Department. In such an event the contract may be rescinded.

43. 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.

44. All taxes, fees, royalties payable under the local rule including GSTIN, Income taxes Octroi tax. Entry tax etc. will be borne by the contractor.

45. The earnest money will be retained in the case of successful tender and will be dealt with as per the terms and conditions of the O.P.W.D code and will not carry any interest. The earnest money of the unsuccessful tender will be refunded on application after the tender is finally accepted.

46. The work may be splitted up and distributed among several contractors if considered necessary on the emergency of the circumstances of the work and the contractor is not entitled to any compensation on this account.

47. The Department reserves the right of authority to reject any or all tenders received without assigning any reason whatsoever.

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

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

50. The tenderer whose tender is selected for acceptance and who has no fixed deposit with the Govt of Odisha, shall within a period of seven days upon intimation being given to him of acceptance of

his tender make an initial security deposit in the form of NSC / Postal time Deposit Pass Book/ Kissan Vikas Patra / Postal Savings / Deposit receipt of any schedule Bank duly pledge in favour of The Superintending Engineer, Puri Irrigation Division, Puri and in no other form which including the amount already deposited as earnest money shall be 2% of the value of the tendered amount and sign agreement in the P.W.D. Form No. P1 (Schedule XLV No.61) for the fulfillment of the contract in the office of the Superintending Engineer, Puri Irrigation Division, Puri or as directed. Submission of Bids through the E-Procurement Portal, the system shall generate the award of Contract letter and intimate the bidders in his e-mail

The security deposit together with the earnest money and the amount with held according to the provision of P1 agreement shall be retained as security for the due fulfillment of this contract. Failure to enter in to the required agreement and to deposit the security as above shall entail forfeiture of the earnest money. No tender shall be finally accepted until the required amount of security money is deposited. The written agreement to be entered in to between the contractor and the Govt. shall be the foundation of the rights of both the contractor and the Govt. and the contract shall be deemed to be incomplete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter into the contract on behalf of the Govt. The security will be refunded after one year of actual completion of the work and payment of the final bill and will not carry any interest.

51. 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) before commencement of the work.

52. 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.

53. 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.

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

55. The contractor will have to submit the Superintending Engineer Puri Irrigation Division, Puri monthly return of labourer both skilled and unskilled employed by him on the work.

56. 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.

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

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

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

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

(a) Rent, Royalties and GST of materials, ferry tolls, conveyance charges and other cost on account of land and building & temporary electric connection to worksite as well as maintenance of coffer dam,

service road, diversion road till completion of work required by the tenderer for collection of materials, storage, housing of staff or other purpose of the work. No tenderer will however be liable to pay for temporary occupation of land owned by Govt. at the site of the work.

- (b) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements there in to the satisfaction of the local health authorities.
- (c) Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
- (d) Fees and duties levied by the canal or water supply authorities.
- (e) Suitable equipment and wearing apparatus for the labour engaged in risky operations and medical aid to the labourer engaged for the work.
- (f) Suitable fencing, barriers, signals including paraffin and electric signals where necessary at work and approaches in order to protect public and employees from accident.
- (g) Compensation including cost of any suit for injury to persons or property due to neglect of any major precautions also become payable due to operation of the workmen compensation Act.
- (h) The contractor has to arrange adequate lighting arrangement for the work wherever necessary at his own cost.

61. 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.

62. The department will have the right to supply at any time in the interest of the work any departmental material to be used in the work in addition to those mentioned in clause No-48 and the contractor shall use such materials at the stock issue rate fixed by the Department or market rate whichever is higher.

63. Over and above this condition including the technical specifications the terms, conditions, rules and regulations and specification laid down in Odisha standard specification code are also binding on the part of the contractor.

64. (a) The percentage rate quoted by the contractor shall be deemed to be excluding of GST on all the materials that he will have to purchase for performance of this contract.

- (b) GST as applicable will be paid to the contractor after receipt of invoice from the contractor.
- (c) TDS on GST on works contract will be deducted as applicable from time to time the Gross amount of the bill payable. A certificate in form GSTR-7A shall be furnished to the contractor within five days after monthly deduction.
- (d) **1% (One percent)** of the gross amount of the bill will be deducted from the contractor bill towards cess as per Odisha building and other construction workers (RE & CS) rules 2002 and Amendment during 2008 and as amended by Govt. from time to time.

65. The amount on royalties of different materials as utilized by the contractor in the work will be recovered from his bill, basing on the rate fixed by the Govt. or as amended from time to time during the period of execution.

66. Schedule of quantity accompanies tender notice: - It shall be definitely understood that the Government does not accept any responsibility for the correctness and completeness of this schedule and this schedule is liable for alternations or omissions, deductions or additions as set forth in the condition of contract and such omission, deductions additions or alternations shall in no way invalidate the contract and no extra monetary compensation will be entertained.

67. Sample of stone, metal, chips, sand, cement, moorum etc to be used are to be deposited noting the quarry under dated initial of the tenderer in 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.

68. Items of works not covered by the tender notice shall be paid at the current schedule of rates of the State and those not covered by the said schedule of rate will be paid on actual analysis approved by the competent authorities prevailing during the period of execution of work.

69. No Relation Certificate

The contractor shall have to furnish certificate along with the tender to the effect that he is not related to any officer in the rank to an Asst. Engineer and above in the state P. W.D., or Asst. Secy. and above in the W.R. Department. If the fact subsequently proved to be false the contract will be rescinded. The earnest money and the total security will be forfeited and shall be liable to make good the loss of damage resulting from such cancellation. The proforma for No Relation Certificate is contained in a separate sheet of DTCN in ANNEX-'B'.

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

71. After the work is finished all surplus materials and debris's 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.

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

73. 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 running charges of such plant and cost of consumables and conveyance are to be borne by the contractor. Any deviation from this may lead recession of contract.

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

75. Under no circumstance, Interest chargeable for the dues to any additional dues, if any payable for the work.

76. Conditional tenders will not be taken into consideration.

77. The EMD will be forfeited if the tenderer backs out from offer before acceptance of tender by the competent authority as concurred in by law Deptt. & Finance Deptt. in their UOR No. 848/L 31.5.97 & UOR No.202/WFD Dt.6.3.98 respectively. (Works Deptt. Memo No. 9101/Cit.30.3.98) also the EMD will be forfeited if the tenderer failed to sign the agreement after acceptance and not willing to deposit the required ISD and additional performance security for the unbalance tender amount within 7(seven) days. Further proceeding for blacklisting shall be initiated against the bidder.

78. Protection against flood / Mansoon damage:

The contractor shall make his own arrangement at his cost to shift the machineries, equipment's, 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. No 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.

79. The debris, and other materials accumulated in the working area during floods or regular floods in the monsoon shall be removed by the contractor as required for continuing the work at his own cost. By any chance, if any excavated portion that could not be filled with concrete by the contractor, gets filled up during the monsoon period with earth such removal will not be paid for again. The contractor will have to re excavate the same at his own cost.

80. It shall be distinctly understood that it is entirely the responsibility of the contractor to make such arrangements as may be required from time to time to protect the men, machinery, materials and the work under progress and work for which the measurements were recorded and payment made against damages either during working season or during the flood season. The flood includes the high tides, cyclonic effects and saline ingress which should be clearly understood by the contractor and no extra payment for the damage, re- excavation etc. shall be paid in any circumstance. The department accepts

no liability what- so-ever for any damage or loss of men, materials, machinery and work of hindrance caused to the progress of work.

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

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

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

84. The contractors are required to pay the Royalty as fixed by he Govt. and amended if any from time to time.

85. The quantities in respect of the items for which quoted rates are more than 25% of the estimated rates are not allowed to be varied by more than five percent. In case, if it exceeds the limit approval of the competent authority should be obtained prior to execution.

86. **Miscellaneous:**

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

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

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

88. **An affidavit** shall be furnished by the contractor at the time of submission of tender paper about the authentication of tender documents including bid security. The scanned copy of the affidavit is to be uploaded through the e-procurement portal along with the bid. The affidavit in original is to be produced before the officer inviting tender prior to opening of the bid.

89. All the forms and Annexure 'A to 'B' attached to section 2 of this DTCN must be filled in properly alongwith the authenticated documentary evidence required therein, failing which the bid shall be treated as 'Non-responsive' and be rejected.

90. **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 equipment's, appliances or a thing of whatsoever nature required for the execution, or completion, maintenance of the works or temporary works but does not include materials or other things intended to form or forming part of the permanent work.

c) Contract – means the instruction and information for tenderers General and Special conditions of the contract, Technical Specification, drawings, tender (including the schedule of quantities and tender prices) the formal agreement and all agenda and attachment related to the above.

d) Contractor – means the particular person, firm or corporation with whom the contract has been made for executing the work.

e) Drawing – Means the drawings referred to in the specifications, any modifications of such drawings approved in writing by the Superintending Engineer, Puri Irrigation Division, Puri and such other drawings as may from time to time be furnished or approved in writing by the Engineer-in-Charge.

- f) Engineer-in-Charge – Means the Superintending Engineer, in-charge of the work specified or parts of the works under the contract, or such other departmental assistants or sub-ordinates to whom the Superintending Engineer, in-charge may have delegated certain duties, acting separately within the scope of particular duties entrusted to them.
- g) Government– Means Government of Odisha, Department of Water Resources.
- h) I.S.S. / B.I.S.– Means Indian Standard Specifications / Bureau of Indian Standard.
- i) Temporary Works – Means all temporary works of every kind required for the performance of the contract.
- j) Specification-Whenever the term “Specification” is used, apart from a specified standard specification, it shall mean the specification or plan prepared for a particular site as instructed to the contractor in executing that item of work.

91. The contractor will write percentage Excess or Less upto two decimal point only if he writes the percentage excess or less upto more than two decimal point, the two decimal point shall only be considered without rounding up.

92. **Engineer contractor** desirous to avail the exemption of EMD is required to submit an affidavit to the effect that he/she has not yet availed the facility for more than two works during the current financial year. The name of work for which and the authority to whom the tenders have been submitted, must be mentioned in the affidavit & he should produce his original registration certificate at the time of opening of tender failing which the tender will be rejected.

93. 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.

94. The single tender received in the first call shall be cancelled without opening of the bid. The acceptance of a single tender received, even after retendering should have prior approval of the next higher authority as per Works Department Memorandum No.16 dated 01.01.2015. (Attached for Section-7, Govt. Circular).

95. **The scheduled Caste / Scheduled Tribe** / Contractors desirous to avail the facility of preference as per Govt. rule should enclose the copy of their registration certificate stating the fact of caste by their registration authority with the bid, failing which they will not get price preference as per above rule.

- The concessions / facilities for 10% Purchase Preference shall be allowed only to the individual registered contractors belonging to Scheduled Caste and Scheduled Tribe having Registration Certificate up to "B" Class. (As per Works Department office Resolution No.16262/W dated 30.10.2018).

- The Security Deposit (Earnest Money, Initial Security and Performance Security) at half the usual rate may be deposited / realized by / from the Scheduled Caste or Scheduled Tribe Contractors coming under the Categories **up to "B" Class only** as against the prescribed percentage under Rule-13 of Appendix-VIM (P.W.D. Contractors' Registration Rules, 1967) of O.P.W.D. Code, Volume-II. (As per Works Department office Resolution No.16262/W dated 30.10.2018).

96. Tender will be accepted if registered under CDMS portal only as per codal provision. Register if any other manner will be cancelled vide Works Department Letter No.9100 dated 17.07.2020.

SECTION - 2
INFORMATION AND
INSTRUCTION TO TENDERERS

SECTION-2

1. **Preparation of Tender Documents**

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

2. **Method of submission of Tender Documents**

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

- 2.8 All witness and sureties shall be of person of status and probity and their full names, occupation and address shall be stated below their signatures.
- 2.9 As the period of execution is **06 (Six) Months**, so there is no provision of payment of escalation. As such the increased cost on cement, rod & bitumen will not be considered.
- 2.10 The agency will install display board mentioning information about the work at worksite after drawl of the agreement at his own cost.
- 2.11 The tender documents duly filled in and signed by the intending tenderer should be submitted in on-line through prescribed website only.
3. **Opening of Tender Documents.**
The tender documents **will be opened on dated 23.6.2026 at 11.00 A.M** in the office of the **Superintending Engineer, Puri Irrigation Division, Puri** in the presence of tenderers or their authorized representative, who wish to be present.
4. **The bidder must upload the valid R.C, Active GSTIN, PAN, Affidavit, undertaking regarding No Relationship Certificate which are mandatory.**
5. **Final Decision-making authority**
The competent authority reserves the right to accept or reject or disqualify any of the tender of pre-qualification without assigning any reasons and its decision shall be final.
6. **Further Clarification**
The **Superintending Engineer, Puri Irrigation Division, Puri & Concerned Sub-Divisional Officers** and may be contacted during office hours on any working days for any further clarification.
7. Odisha Bridge & Construction Corporation Ltd. will be allowed price preference upto 3% over the lowest quotation or tender laid down in Works & Transport Department Resolution No.-285, dtd. 17.04.1974. The Odisha Construction Corporation will be allowed a price preference to the extent up to 3% over the lowest tender amount (where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.
8. **Sample of all material:** 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.
9. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the Govt. of Odisha harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the work. Also no claim shall be entertained for loss due to earth quake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental damages so caused will have to be made good by the contractor at his own cost.
10. Where it will be found necessary by the Department, the Officer-in-Charge of the work shall issue an site order book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in this book by the PWD Officer-in-Charge with their dated signatures and duly noted by the contractor or his authorized agents with their dated signature. Orders entered in this book and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the Department. The site order book shall be the property of the PWD and shall not be removed from the site of work without written permission of the Engineer (Superintending Engineer) and to be submitted to the Engineer- in-Charge every month.
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SECTION – 3
GENERAL RULES & DIRECTIONS

ODISHA PUBLIC WORKS DEPARTMENT
(FORM P1)
PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS
GENERAL RULES & DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

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

This notice will state the work to be carried out, the items and approximate quantities thereof as well as the date for submitting and opening tenders also the amount of earnest money to be deposited and the amount of the security deposit by the successful tenderer and the percentage if any to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the submission of tender signed for the purpose of identification by the Sub-divisional Officer/Superintending Engineer shall also be open for inspection by the contractor at the office of the Sub-Divisional Officer/Superintending Engineer during office hours.

2. In the event of the tender being submitted by a firm it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so.
3. Receipts for payment made on accounts of works, when executed by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
4. The memorandum of work tendered for and the memorandum of materials to be supplied by the Public Works Departments and their issue rates shall be filled in and completed in the office of the Sub-Divisional Officer/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 willing to undertake each item of the work. Incomplete tender and tender rate he willing to undertake each item of the work specified in the said form of invitation to tender or which contain any other conditions of any sort, or omit to note the time within which the work can be finished or which are not accompanied by required earnest money will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more work shall submit a separate tender for each tender. Tender shall bear the name of the work to which it refers written outside the envelope, earnest money therein before mentioned shall be made enclosed with the tender.
7. The Engineer-in-charge or his duly authorized assistant will open the tenders in the presence of any intending contractors who may be present at the time and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of tender being rejected the earnest money forwarded therewith shall thereupon be returned to the tenderer with pay order for the amount of the earnest money.

8. The Engineer-in-charge shall have the right of rejecting all or any of the tenders.
9. In the event of a tender being selected for acceptance the Engineer who opened the tenders will, if he is competent to accept the tender, inform the tenderer of the selected tender who shall there upon sign copies of the specification and other documents with the tender. The tenders to the selected tenderer shall also deposit the required amount of the security money within the prescribed time. If the tenderer fails to deposit the required amount of the security money within the prescribed time the Engineer-in-charge may reject the tender.

If the Engineer-in-charge is not competent to accept the tender himself, he will inform the tenderer of the tender which he decides to recommended for acceptance, such tender shall thereupon sign forthwith copies of the specification and other documents mentioned in rules 1 and 4 and shall deposit the required amount of the security money within the prescribed time. The tender with the specification and other documents signed by the tenderer will then be forwarded for acceptance to the Engineer-in-charge who is competent to accept the same. If the said Engineer-in-charge rejects the tender the security money deposited shall be refunded to the tenderer.

10. When a tender is selected for acceptance, the tenderer shall deposit the required amount of the security money and additional performance security in shape of duly pledged NSC / KVP / Postal Term Deposit Account / Post Office Savings Bank Account / Deposit Receipt of Schedule Bank etc. to the concerned Superintending Engineer, Government securities may be endorsed to the Superintending Engineer No tender shall be finally accepted until the required amount of the security money has been deposited.
11. The amount of security money to be deposited by the tenderer whose tender is selected for acceptance shall be 2% of the estimated value of the work and towards this amount the earnest money already deposited by him shall be credited. At least half of this security inclusive of the earnest money shall be deposited the tenderer within such time as may be notified to him in writing by the officer opening the tender, failing which tender shall be liable to rejection.

Any balance of the security money outstanding after completion of the contract with the tenderer may be made up by deduction of 5% of the amount of each payment to be made to his under clause 7 of the condition of contract for work done under the contract.

Taxes as per provisions of Government shall be deducted from the bills of tenderer.

12. When tender has been selected for acceptance and the required amount of the security money has been deposited, the Engineer-in-charge shall scrutinize a page 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. The Royalty, EMF, DMF, Additional Charges will be deducted as applicable from time to time as per steel & mines department, Govt. of Odisha.
16. T.D.S (Tax Deducted at Source) towards GST will be deducted as applicable from time to time as prescribed in the GST Rule,2017 & as amended from time to time.

GENERAL INSTRUCTION TO CONTRACTOR (As per DOWR Letter No.20415/DoWR dated 14.09.2015)

- 1) Any agency or contractor executing a work should be aware about the local festivals like Makar Sankranti, Raja Sankranti, Chaiti Parba, Danda Nata or any such festivals which may affect the work schedule. Therefore, the contractor should engage more work forces during working period available at his disposal to complete the work as per schedule.
- 2) In the peak summer season, working hour is curtailed by the Labor Department to avoid exposure to personnel to the scorching sun and heat. It is the duty of the agency to increase the number of work force and to employ the existing work force during morning and afternoon hours as per Government orders.
- 3) 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 nature.

The same applies for borrow areas ponding also. The contractor should foresee possible ponding of borrow area in monsoon and likewise lift more quantity of soil/ other materials during dry period, so as to complete the work as per schedule.

- 4) The contractor should take up the work with due diligence in the acquired land without waiting for acquisition of entire land. This should be completed in proportionally less period depending on the quantum of available work front.
- 5) 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.
- 6) There will be 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 the Divisional Officers.
- 7) Only the day(s) of election to the Local Bodies / Assembly / Parliament will be treated as a non-working day(s).

TENDER FOR WORKS

I / We hereby tender for the execution for the Government of Odisha for the work specified in the underwritten memorandum at the rates specified therein a period of **06 (Three)** as mentioned in the work list Col. No. 7 against each work from the date of written order to commence and in accordance in all respects with the specifications designs and other documents referred to in rule. I here of and subject to the annexed conditions of contract and with such materials as are provided for by and in all other respects in accordance with such condition so far as applicable.

MEMORANDUM

- a) If several sub-works are included they should be detailed in a separate sheet.
- (a) **Name of Work** : **Protection to Bhargovi right embankment from RD 54.400Km. to 55.900Km. (Working RD 55.100Km. to 55.300Km. & from RD 58.600Km. to 58.700Km.).**
- (b) **Amount put to tender** : **Rs. 3999541.00**
- (c) **Agreement Amount** : **Rs.**
- (d) **Name of the Agency** :
- (e) **E.M.D** : **Rs. 40000.00**
- d) This deposited will be 2 percent of the estimated cost of the work.
- (d) i) **Initial security deposited** : (including earnest money) to be deposited before the commencement of the work.
- i) **Additional performance** : security deposit
- e) This percentage from bills will be credited to the contractor's security
- (e) **Security deposit to be** : deposited from the work bill of contractor.
- (f) **Time required for the work** : **6 (Six) Calendar months** from date of written order
- (g) **Date of written order to** : commencement
- (h) **Total item of work tendered** : () **Items** for
-

Nature of contractor before submission of tender

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

Dated theDay of..... 2026

Signature of witness to one tender's signature

Witness :

Address:

CONTRACTOR

Signature of Officer by whom accepted

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

Dated theDay of..... 2026

**Superintending Engineer,
Puri Irrigation Division, Puri**

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

**Superintending Engineer,
Puri Irrigation Division, Puri**

SECTION – 4
CONDITION OF CONTRACT

CONDITIONS OF CONTRACT

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

Compensation for delay

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

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

(b) If there are possibilities of exceeding this compensation amount as mentioned in clause (a) 10% of the estimated cost, or in any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit in the hands of Government (whether paid in once on or deducted by installments) the Superintending Engineer on behalf of the Governor of Odisha, shall have power to adopt any of the following courses, as he may deem best suited to the interest of the Government.

Action when whole security deposit is forfeited

- i) To rescind the contract (of which rescission notice in the writing to the contractor under the hands of the Superintending Engineer shall be conclusive evidence) 20% of the value of left over work will be realized from the contractor as penalty
- ii) To employ labour paid by the Public Works Department and to supply materials to carry out the work or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which the cost and price certificate of the Superintending Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done. In all

respects in the same manner and at the same rate as if it had been carried out by the contractor under the terms of his contract, the certificate of the Superintending Engineer as to the value of work done shall be final and conclusive against the contractor.

- iii) To measure of the work of the contractor and to take such part of the work of the contract as shall be in executed out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the some which would have been paid to original contractor. If the whole work had been executed by him (of the amount of which expect the certificate in writing of the Superintending Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Government under the contract or otherwise or from his security deposit or the proceeds of sale thereof or a sufficient part thereof.

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

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

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

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

contractor and at his risk in all respects, and the certificate of the Superintending Engineer as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

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

Extension time

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

Final Certificate

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

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

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

Provided that, if any balance of the 10% security is outstanding from each such payment shall be deducted so much, not exceeding 5% as may be necessary to make up the balance of the security. All such intermediate payments to the contractor shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed and taken away and reconstructed or erected , or any part thereof in any respect, or the accrual of any claim nor shall it conclude, determine, or effect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement or adjustment of the accounts or otherwise , or in any other way vary or affect the contract.

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

Clause - 8: DELETED

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

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

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, drawings, designs and instructions that may appear to him necessary and advisable during the progress of work, and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not invalidate the contract, and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work differs to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to, such proportion. And if the additional work includes any class of work, for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the sanctioned schedule of rates of the locality during the period when the work is being carried on and if such last mentioned class of work is not entered on the schedule of rates of the district then the contractor

Alteration in specification and designs

Extension of time in consequence of alterations.

shall within seven days of the date of his receipt of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable.

Do not invalidate contractors

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

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

The contractor shall be bound to submit his claim for any additional work done during any month on or before the 15th day of the following month accompanied by a copy of the order in writing of the Engineer-in-charge for the additional work and that the contractor shall not be entitled to any payment in respect of such additional work if he fails to submit his claim within the aforesaid period.

Provided always that if the contractor shall commence work or incur any expenditure in regard thereof before the rates shall have been determined as lastly herein before mentioned, in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer, Puri Irrigation Division, Puri 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 required the whole thereof as specified in the tender to be carried out the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alterations having been made in the original specification drawings, designs and instruction which shall involve any curtailment of work as originally contemplated.

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

Clause-12: If it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor, shall on demand in writing from the Engineer-in-charge specifying the work, materials or articles complained of not with standing that the same may have been inadvertently passed certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days, while his failure to do so shall continue and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

Clause-13: All work under or in course of execution or executed in pursuance of the contract shall at all times be opened to the inspection and supervision of the Engineer-in-charge and his subordinates and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor either himself be present to receive orders and instruction, or have a responsible agent duly accredited in writing present for that purposes. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

Work to be open for inspection.

Contractor or responsible Agents to be present.

Clause-14: The contractor shall give not less than five days notice in writing to Engineer-in-charge or his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of measurement of any work in order that the same may be measured and correct dimensions there of be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement, any work without the consent in writing of the Engineer-in-charge or his subordinate-in-charge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work of the materials with which same was executed.

Notice to be given before work is covered up.

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

Contractor liable for damage done and for imperfection for 3 months after certificate

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

Contractor to supply plant, Ladders, Scaffolding etc.

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

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 person who is below the age of fourteen years, and shall pay to each labourer for the work done by such labourer, wages not less than the wages paid for similar work in the neighborhood.

Explanation - Fair wages means wages whether for time of piece work prescribed by the State P.W.D. provided that where higher rates have been prescribed under the minimum wages Act. 19-18 wages at such higher rates would constitute Fair Wages.

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

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

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

Work not to be sublet.
Contract may be rescinded and Security Deposit Forfeited for subletting bribing or if contractor becomes insolvent.

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

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

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

In case of failure to notify the change in the constitution within fifteen days the Engineer-in-charge may by notice in writing rescind the contracts and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract had been rescinded under clause 3 hereof, and in addition the contractor shall not be entitled to recover or be paid for any works therefore actually performed under the contract.

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 of the Superintending Engineer, Jagatsinghpur Irr. Division, Jagatsinghpur 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 parts of the work the contractor shall be entitled to payment In respect of the Items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may by his discretion pay the lump sum amounts entered in the estimate, and the certificate in

Lump sums in estimates

writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

Clause-24: In the case of any class of work for which there is no such specification as is mentioned in the rule I, such work shall be carried out in accordance with Circle specification and in the event of there being no circle specification, then in such case the work shall be carried out in all respect in accordance with the instructions and requirements of the Engineer-in-charge.

Clause -25 : The expression "work" or "work" where used in these conditions shall, unless there be something either in the subject or context repugnant to such construction, be construed , and taken to mean the works by or by virtue of the contract contracted to be executed, whether temporary or permanent, and whether original, altered, substituted or additional.

Clause-26: Government shall be entitled to recover in full from the contractor any amount that the Government may be liable to pay under Workman's compensation Act VII of 1923 to any workman employed in course of execution of any part of the work covered by these contract.

Clause-27: That the purpose of jurisdiction in the event dispute if any, the contract should be deemed to have been entered into within the state of Odisha and it is agreed that neither party to the contract or of agreement will be competent to bring a suit in regard to the matters covered by this contract at any place outside the state of Odisha.

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

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

Clause – 31 Contract price shall be adjusted for increase or decrease in rates and price of labour, Cement, Steel, Bitumen, Pipes, POL & other material component in accordance with the following principles and procedures as per formula given below :-

GOVERNMENT OF ODISHA
WORKS DEPARTMENT

OFFICE MEMORANDUM

No. 07554600032022- 1739 /W., Dated. 3-2-2023

Sub: Codal/ Contractual provisions regarding Price Adjustment in Works Contract

Codal/Contractual provisions regarding Price Adjustment in Works Contract was under active consideration of Government for some time past. After careful consideration, Government was pleased to make the codal/ contractual provisions regarding Price Adjustment clause due to increase or decrease in rate and price of Labour, Materials, Fuels and Lubricants and Plant and Machineries, Spare Components vide Works Department O.M No. 15847/W Dtd. 19.11.2019.

2. Now, in continuation of Works Department O.M No. 15847/W dtd. 19.11.2019, Government have been pleased to make the following provisions in place of existing provision relating to "Schedule of Adjustment Data under Appendix to Bid".

[For all works, adjustment factor for Labour and POL shall be considered at the rate of 5% each. Steel, Cement, Pipes, other Materials and Machinery shall contribute to 90% of Price Adjustment and shall be calculated for each work separately during preparation of estimate, shall be approved by the authority during technical sanction as a "**Schedule of Adjustment Data**" and shall form part of the Bid Document. The cases where the original technically sanctioned estimate gets revised, the technical sanction to the revised estimate will be obtained from the competent authority as provided under Para 3.11.2 (b) of OPWD Code, Volume-I. Based on the revised technically sanctioned estimate, the Labour & the POL component shall be given the weightage of 5% each as provided in O.M. No.15847/W dated 19.11.2019 of Works Department and the weightage of 90% on steel, cement, bitumen, pipes, other materials and plant and machinery spare component shall be given as per the technically sanctioned revised estimate excluding the extra items. The revised weightage of "**Schedule of Adjustment Data**" based on revised technically sanctioned estimate shall be included as an **Addendum** to the agreement. The technical sanctioning authority shall be the competent authority for this purpose.]

This has been concurred in by Finance Department vide their OSWAS File No. FIN-WF1-MISC-0033-2022.

By order of the Governor

(Vir Vikram Yadav, IAS)
Principal Secretary to Government

Memo No. 1740 /W., Dated, 3-2-2023

Copy forwarded to Private Secretary to Hon'ble Chief Minister, Odisha / Private Secretary to Hon'ble Minister, Works, Steel & Mines, Odisha for kind information of Hon'ble Chief Minister, Odisha & Hon'ble Minister, Works, Steel & Mines, Odisha.

Final 03/02/2023

FA-cum-Special Secretary to Government

Memo No. 1741 /W., Dated, 3-2-2023

Copy forwarded to OSD to Chief Secretary, Odisha / Sr. Private Secretary to Development Commissioner-cum-Additional Chief Secretary to Govt. / Sr. Private Secretary to Principal Secretary to Govt., Finance Department for kind information of Chief Secretary / Development Commissioner-cum-Additional Chief Secretary/ Principal Secretary, Finance Department.

Final 03/02/2023

FA-cum-Special Secretary to Government

Memo No. 1742 /W., Dated, 3-2-2023

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

Final 03/02/2023

FA-cum-Special Secretary to Government

Memo No. 1743 /W., Dated, 3-2-2023

Copy forwarded to All Departments of Government / EIC-cum-Managing Director, OB&CC Ltd., Bhubaneswar / Managing Director, OCC Ltd., Bhubaneswar / Managing Director, OSPH&WC, Bhubaneswar for information and necessary action.

Final 03/02/2023

FA-cum-Special Secretary to Government

Memo No. 1744 /W., Dated, 3-2-2023

Copy forwarded to EIC (Civil), Odisha / EIC, Water Resources, Odisha / EIC (Rural Works), Odisha / All Chief Engineers, under the Administrative Control of Works Department, R.D. Department, Water Resources Department and H&UD Department / All CCEs (under Works Department) / All Superintending Engineers (under Works Department) / All Executive Engineers (under Works Department) for information.

Final 03/02/2023

FA-cum-Special Secretary to Government

Memo No. 1745 /W., Dated, 3-2-2023

Copy forwarded to OSWAS Control Room with a request to upload in the web-site of Works Department.

Final 03/02/2023

FA-cum-Special Secretary to Government

Memo No. 1746 W., Dated, 3-2-2023

Copy along with soft copy forwarded to Gazette Cell, Commerce & Transport (Commerce) Department, Bhubaneswar with a request to publish Notification in extra ordinary issue Gazette and supply 10 (Ten) copies to this Department for official use.

Sundar
03/02/2023
FA-cum-Special Secretary to Government

Memo No. 1747 W., Dated, 3-2-2023

Copy forwarded to Accounts-I Section / Accounts-II Section / Road Section / Plan Section / Building Section / Budget Section / FC & AA Section / EAP Section for information and necessary action.

Sundar
03/02/2023
FA-cum-Special Secretary to Government

ANNEXURE-A

Clause 31 :- Price Adjustment

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.

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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

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

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

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.


12/11/19

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 differential cost of Pipes.

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

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

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.


18/11/18

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.

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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.

S. K. Singh
18.11.19

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 (P _l)	POL (P _i)	Steel (P _s) + Cement (P _c) + Bitumen (P _b) + Pipes (P _p) + Plant & Machinery Spare & Component (P _p) + 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. Work	Structural work	5	5	90
		Pipeline Work	5	5	Pipe- 70% *Machinery + Other material -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)

S. K. Singh
11.11.19

**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 Contract Sl. No	Index descripti on	Source of index	Base value*	Base Date*	Weighta ge of Item**
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.			
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.			
31 (a)(iii)	Steel	Whole sale price index for Steel (Mild Steel-Long Products) as published by the office of the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			
31 (a)(iv)	Bitumen (VG-30)	Official retail price of bulk bitumen at the nearest IOC/ HPCL depot			
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.			
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 for Mining, Quarrying and Construction as published by the office the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry			
			Total		100%

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

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

S. K. Singh
18/11/19

**Appendix to Bid document
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 documents] as per Office Memorandum No.1739/W dt. 03.02.2023 of Works Department, Government of Odisha

Clause. No. 31 of F2/P1 Contracts Sl. No.	Index description on	Source of Index	Base Value*	Base Date*	Weightage of item
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			
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			
31(a) (iii)	Steel	Whole sale price index for Steel (Mild Steel-Long Product) as published by the office the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry			
31(a) (iv)	Bitumen (VG-30)	Official retail price of bulk bitumen at the nearest IOC/ HPCL depot			
31(a) (v)	Pipes	Whole sale price index for the type of pipe under consideration, as published by the office of the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry			
31(b)	Labour	Minimum Wage notified by the Labour and Employee's State Insurance Department of Government of Odisha, India			5.00%
31 (c)	POL	Official retail price of HSD at nearest IOCL/ HPCL/ BPCL Consumer pump depot			5.00%
31 (d)	Plant and Machinery	Whole sale price index for Manufacture of Machinery for Mining, Quarrying and Construction as published by the office of the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry			
TOTAL					100.00%

* Values to be filled up at the time of drawal of contract.

* Values to be filled up in the bid document.

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

FAIR WAGE CLAUSE

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

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

- (b) The Contractor shall, notwithstanding the provision of any contract to contrary cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work as if the labourers had been immediately employed by him.
- (c) In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all regulations made by Government in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage register, wage cards publications of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.
- (d) The Superintending Engineer or Sub-Divisional Officer concerned shall have the right to deduct, from the money due to the contractor, any sum required or estimated to be required for making good to the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers non-payment of wages or of deductions made from his or their wages, which are not justified by their terms of the contract or non observance of the regulations. Money so deducted should be transferred to the workers concerned.
- (e) Vis-vis, the Government of Odisha, the contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractor.
- (f) The regulations aforesaid shall be deemed to be a part of this contract and any branch thereof shall branch of this contract.
- (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 **Rs.352.00** 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 **Rs.462.00** 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.

Clause -34 : 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 contract period	=	4% of contract value
Before 10 to 20% of contract period	=	3% of contract Value
Before 5 to 10% of contract period	=	2% of contract value
Before 5% of contract period	=	1% of contract Value

Clause -35 : The royalty of materials will be recovered from the work bill as detailed below. Royalty charges of materials will be recovered as per prevailing rate. In case failure of production of proper receipt from quarry Holder or Revenue Department after proper verification from Concerned Tahasildar. The Royalty, EMF, DMF, Additional Charges shall be recovered from the work bill as applicable.

Sl.No.	Materials	Rate	Unit
1.	Sand	Rs.35.00	Each cum
2.	Moorum	Rs.35.00	Each cum
3.	Hard Granite Metal I.R.C. Gr-I	Rs.130.00	Each cum
4.	Hard Granite Metal I.R.C. Gr-II	Rs.130.00	Each cum
5.	Hard Granite Metal I.R.C. Gr-III	Rs.130.00	Each cum
6.	Hard stone metal.	Rs.130.00	Each cum
7.	Hard stone Boulder.	Rs.130.00	Each cum
8.	Hard granite Boulder	Rs.130.00	Each cum
9.	H.G. Crusher broken chips	Rs.130.00	Each cum
10.	H.G. Bajuri	Rs.130.00	Each cum
11.	Laterite Stone	Rs.180.00	Each cum
12.	Earth	Rs.35.00	Each cum

Clause -36: Amount. Specified may vary and the work will be taken up as per availability of funds No claim what-so-ever in this regard will be entertained.

Clause-37: (a) The earth work quantity will be assessed from cross section taken at suitable intervals as decided by the Superintending Engineer, Puri Irrigation Division, Puri initial levels will be taken with reference to bench marks, which should be kept at site till finalization of their contract. The initial cross section papers should be signed by both the parties before starting earth work. The final cross section of the embankment in filling reaches when finished to designed section will be taken for each portion of embankments and plotted over the initial level section to ascertain the final quantity to be arrived by deducting necessary settlement allowance. The measurement for earth work should be at 30 M or at closer grid.

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

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

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

Clause-38: Curing of all cement works will be done by the contractor as per instruction of the Engineer-in-charge at his own cost.

Clause-39: Dewatering of any magnitude either of excavation of foundation to finished section and laying concrete or masonry work or any structure when and wherever necessary during complete execution period will have to be done by the contractor at his own cost. This is treated to be inclusive of his tendered rate.

Clause-40: (a) The contractor should keep himself in constant touch with the Engineer-in-charge for smooth execution of work and arrange for adequate labourer depending on the work load and working place available. No claim for idle labour on any account will be entertained.

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

Clause-41: Any jungle clearance needed for borrowing earth beyond the toe of the embankment beyond the excavation limits is the responsibility of the contractor and no extra payment will be made.

Clause-42: Earth work beyond the theoretical designed will not be paid for.

Clause-43: Construction of coffer dams or islands or the works of open excavation or dressing required for construction of structure and approach drain should be included in the rates.

Clause-44: The contractor should take all precautions to protect the structures from flood damages at his own cost during the period of execution. Damages if any caused by the probable flood during monsoon till completion and handing over of entire work will be made by the contractor at his own cost.

Clause-45: By submitting a tender for the tenderer will be deemed to have satisfied himself by actual inspection of the site/quarry and locality of the work about the quality and availability of the required quantity of materials including medical aids, labour and food stuff etc. and that the rates quoted by him in the tender will be adequate to complete the work according to the specification and conditions attached to and that he has taken into account all conditions difficulties that may be encountered during its progress and to have quoted labour rates and materials, octroi and other duties, lifts, loading and unloading and freight for materials and all other charges necessary for the completion of the work to the entire satisfaction of the Engineer-in-charge of the work and his authorized subordinates. After acceptance of the contractor rates Govt. will not pay any extra charges for any reason in case the contractor is found later on to have misjudged in conditions as regards availability of materials, labour or any other factors, it should be understood clearly that no claim whatsoever will be entertained afterwards on the plea of non-availability of proper quantity of materials including food stuff or any other cause.

Clause-46: It shall be distinctly understood that it is entirely the responsibility of the contractor to make such arrangement as may be required from time to time to protect the men, machinery, materials and the work under progress and work for which the measurements were recorded and a payment made.

Clause-47: The embankment slopes and banks will be maintained by the contractor till the final payment is made and any rain cuts, slides, settlements that would occur should be made good by him at his own cost without any claim.

Clause-48: Departmental supply of materials

Before issue of Departmental materials to the contractor, he shall furnish Bank Guarantee of any 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-49 : The terms and conditions of the agreements have been read/ explained to me and certify that I/We clearly understand them.

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

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

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

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

3. Display of notice regarding wages, etc.

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

4. Payment of wages

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

5. Fixation of wage period.

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

6. Wage book and wage cards etc. :-

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

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

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

8. Register of fines, etc.

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

9. Preservation of register:-

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

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

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

11. Report of Labour Welfare Officer:-

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

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

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

13. Inspection of Registers

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

14. Submission of return:-

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

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

SECTION – 5
TECHNICAL SPECIFICATION

TECHNICAL SPECIFICATION

1. EARTH WORK

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

FLOOD EMBANKMENT BORROW AREA

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

1.2. METHOD OF EXECUTION

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

1.3 METHOD OF COMPACTION BY MECHANICAL MEANS

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

1.3.1 Compaction shall be done with appropriate equipment like :

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

Choice of equipment shall be governed by the site conditions, nature of job/space etc. and it shall be got approved from the Engineer. Manual compaction by hand held tampers /

rammers shall not be allowed except for the earth work in minors or very small sectioned channels.

1.3.2. Embankments

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

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

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

1.3.3. Earth work for widening existing road embankment

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

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

1.4 EARTH WORK WITHOUT COMPACTION BY MECHANICAL MEANS.

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

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

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

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

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

1.6. EARTH WORK OVER EXISTING ROAD SURFACE

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

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

1.7. SOIL CLASSIFICATION

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

In expansive soil, layer of cohesive non swelling soil shall be provided in beds and sides. Consolidation of CNS shall be done to 95% of maximum dry density at O.M.C.

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

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

1.8 EARTH WORK NEAR STRUCTURES

Back fill around structure

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

1.9 SETTLEMENT ALLOWANCE

In the mechanically compacted earth fill, settlement allowance should be provided. Accordingly extra height should be provided taking the settlement into account. The base width of the embankments shall not be increased to maintain the design slopes indicated in the drawings for additional height as settlement allowance, but the following procedure shall be adopted. For un compacted earth fill settlement allowance of 12.5% should be provided. Settlement allowance shall be calculated at various levels and the elevation including settlement allowance shall be derived keeping the embankment width at the designated levels unchanged: The edges of the embankments at the increased elevation (including settlement) when joined with the point where the slope has changed earlier below, shall give the slope to be adopted for construction.

1.10. MODE OF MEASUREMENT & PAYMENT

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

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

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

SECTION – 2

2.1 EARTH WORK – GENERAL

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

2.2 EXCAVATION FOR STRUCTURES

3.2.1 The excavation shall be carried out to the lines and grades as shown on the drawings or as provided in these specifications, and all materials required to be excavated will be paid for at the applicable rates in the schedule for excavation. No additional allowance above the rates in the schedule will be paid. The classification of excavation as decided by the Engineer-in-charge is binding on the contractor. In case of dispute, the decision of superintended Engineer shall be final. Merely the use of explosive in excavation will not be considered in areas on the higher classification unless blasting is clearly necessary in the opinion of the Engineer in-charge.

4.2.2 The excavation may be carried out manually or mechanically and as per specification, drawing and direction of Engineer-in- Charge

4.2.3 The excavation in all kinds of soil and D.I. Rock shall be done according to the dimensions and grades shown on the drawing.

4.2.4 Blasting shall be done in such a manner as not to cause over break which in the opinion of the Engineer-in-Charge is excessive. Special care shall be taken to prevent over break or loosening of material on bottom and side slopes against which concrete lining is to be placed. Final cutting in hard rock for 45cm shall be carried out by controlled blasting or chiseling or with the help of pneumatic pavement breakers. If excavation is required to be done within 30m from the existing structure, the same shall be carried out by chiseling. The method of drilling and blasting to be resorted to for hard rock excavation shall be approved from the Engineer-in-Charge.

4.2.5. The excavation shall be allowed to progress from the valley ends of the reach towards the ridge in conformity with the layout given. All useful earth from excavation shall be used in for filling the banking section, with varying leads and lifts either manually or mechanically. Excavated materials which is not useful for banking or which is in excess after meting the banking requirement of the reach shall be disposed either by head load or by mechanical means or by both in spoil bank or at any specified place with all lifts and with varying leads.

4.2.6 The contractor shall not be entitled to any additional rate above the rates quoted in the schedule on account of the requirement for allowing additional time for drying, stock piling and rehandling the excavated material which have deposited temporarily and stockpiled.

4.2.7 Earthwork beyond the required design will not be paid for.

4.2.8 Suitable earth available from cutting will economically be utilized in filling zone. No separate payment shall be allowed.

4.2.9 Earth filling by mechanical means will start only after completion of earth work by head load duly permitted by Engineer-in-charge.

4.2.10 Unless mechanical transportation is specified, surplus earth will be deposited in the spoil bank manually with initial lead & lift after meeting the requirement of canal.

4.3 EXCAVATION OF SOIL AND DISINTEGRATED (D.I) ROCK

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

4.4 EXCAVATION OF HARD ROCK

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

The excavated rock and debris so obtained shall be carried and dumped/stacked separately with varying lead at places indicated by the Engineer-in-charge. The volume shall be calculated after deduction of suitable void percentages and compared and co-related with the premeasured volume.

The excavated materials shall be the property of the Department. The same shall be issued to the Contractor for the work such as pitching, filter, rock toe, masonry works etc. under this contract, if required. at the issue rate. The issue rate fixed by the department for time to time shall be applicable and binding on the contractor.

Payment for sheet hard rock shall be made as per level section (pre & finished) taken at 3m.apart with transverse levels at every 1m.apart. A closer interval for leveling may be adopted if considered necessary in the opinion of the Engineer-in-charge. Boulders having volume more than 3M³ shall be premeasured. However the excavated hard rock as measured by above method and as calculated by stack measurement (deduction voids) shall be co-related and variation worked out. The stack measurement of hard rock shall not ordinarily be less than 70% which shall be ascertained by the Engineer-in-charge and a certificate there of shall be recorded in the measurement book. If a higher variation is found after being got verified by the Engineer-in-charge, a report shall be forwarded to the superintending Engineer for approval.

4.5 OVER EXCAVATION:

The canal shall be excavated to designed section in all kinds of soil and D.I. rock. No over excavation will be allowed. However in canal sections taken in Hard rock formation over excavation to the extent of 10cms depth on an average will be allowed and paid for in respective item. In case of over excavation due to poor geological formation certified by the Superintending Engineer & approved by the Chief Engineer payments would be made for removal of such quantity only. In the canal section where expansive type of soil such as Ch type of soil is encountered and over which concrete lining cannot be directly laid, the canal prism shall be over excavated to the extent as directed by the Engineer-in-charge and such over excavated section shall be filled with suitable cohesive non-swelling (CNS) type of soil to be placed in uniformly compacted layers as directed by the Engineer-in-charge. The over excavation made in such strata, filling by suitable soil, watering and compacting, will be paid under respective items at the quoted rate.

4.6 DEWATERING TRENCHES

Subsoil water met within canal excavation shall be diverted to nearby drain/nalla by cutting an open channel within the canal section to be excavated. When the drain/nalla bed is higher than the subsoil water level met with pumping shall be resorted to for dewatering below the drain /nalla bed level. In case where topography of the area is such that surface water is not possible to be drained off by excavating the channel, pumping shall be resorted to till completion of work. No separate payment shall be made for dewatering by pumping or by any other method.

4.7 MEASUREMENT AND PAYMENT

The payment shall be made on volumetric basic for the quantities excavated to the required extent. The cross sections shall be taken initially before commencement of work as stipulated in earlier Para. On completion of execution, final cross section shall be taken at the same points longitudinally and transversely. These cross section shall be marked on the initial cross sections and the quantities between initial and final cross sections shall be worked out and paid. In case of canal excavation in hard rock, cross sections shall be taken at 3M interval longitudinally with transverse levels at 1 M or closer intervals, as decided by the Engineer-in charge for initial and final sections. Isolated boulders having volume more than 3 cum. and not covered in section measurement shall be premeasured.

4.8 EXCAVATION FOR STRUCTURES

4.8.1 Excavation for the foundation of structures shall be to the elevation shown on the drawings or as directed by the Engineer-in-charge. So far as practicable the materials removed in excavation for structures shall be used for back fill and embankment. All trenches in soil other than rock or hard compact soil into which men enter, shall be securely shored strutted and timbered for safety and no separate payment will be allowed. All loose stones, projecting clumps of earth, pockets of materials which might come down on the workers in the trench or any condition shall be either removed or the excavated sides adequately braced and the trench suitably guarded.

When unsuitable material is encountered in the foundation for structure, the Engineer-in-Charge will direct additional excavation to remove the unsuitable materials. The additional excavation shall be refilled by selected bedding material and compacted. In excavation in rock it shall be filled by cement concrete M-7.5.

4.8.2 Payment for excavation for structures shall be made at the unit price per cubic meter. The rate for excavation for structures shall include the cost of all labour and materials with construction of coffer dam and other temporary construction, cost of all pumping, dewatering, cost of all other work necessary to maintain the excavation in good order during construction, cost of removing such temporary construction where required and shall include the cost of disposal of the excavated material.

4.9 BLASTING

4.9.1 Blasting where required shall be permitted only when proper precaution have been taken for the protection of persons and property in accordance with I.S. 4081-1967 (Indian Standard Specification for safety code for blasting and related drilling operations). While carrying out excavation, adequate precautions in accordance with I.S. 3761-1966 (Indian Standard Specifications for safety code for excavation work) shall be taken.

The contractors executing blasting operations in connection with works for purpose of quarrying stones, canal construction, excavating foundation, road works or for any other purpose, shall observe the rules and precautions set forth below.

4.9.2 BLASTING WITH POWDER

Blasting operations shall be under charge of competent persons specially deputed for this purpose and be carried out during fixed hours of the day preferably during early hours, mid-day lunch hour or at the close of the working day, in the presence of competent persons. Prominent sign-board indicating the blasting timings should be put up at a number of places. The Engineer shall see that the safety precautions are taken and observed.

Red flags shall be prominently displayed and all the people except those who have actually to light the fuse must evacuate to a safe distance from the blast not less than 150 meters as a rule.

Sirens shall be sounded five minutes prior to the blast with waiting note and an all clear shall be given with a long blast at the end of the operation. These sirens should be kept at different locations so as to identify the danger zones.

All fuses must be cut to the required length before being inserted into the holes. The safety fuses of the charged holes are to be lighted in the presence of the supervisor, who must see that the fuses of all holes charged have properly ignited. The number of blasts to be fired and the actual number of shots heard must be compared and the person responsible must satisfy himself by examination that all blasts have exploded before work people are permitted to approach the site. Withdrawal of a charge which has not exploded, is not to be permitted, under any circumstances, but the tamping and charge should be flooded with water and the hole marked in a distinguishing manner. Another hole should be drilled at a distance of about 23 cm. from the old hole and fired in the usual way. The results shall be carefully examined by the persons in charge of blasting and the operation continued until the original blast is exploded.

4.9.3 BLASTING WITH DYNAMITE AND OTHER HIGH EXPLOSIVES:

Sub pares (a) to (c) of the Para 4.15.2 instruction for blasting with powder shall apply.

The strength of special gelatine to be used in the excavation of foundation as per the percentage mentioned below.

60% Special gelatine for softer rock strata.

70% special gelatine medium hard rock strata

80% special gelatine for hard rock strata.

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

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

The Supervisor himself must supervise preparation of all charges necessary for the bore holes.

Blasting plans shall be evolved after trial blasting at the site. The first few rounds blasted at the work site shall be considered as test/trial blasting to find the most economic and efficient drilling and firing pattern, consistent with limiting the blast-induced peak particle velocity (PPV) within permissible range. He shall adjust the drilling pattern, hole depth, number of holes, charge per hole and the firing sequence including the types and number of delays of ensuring most favorable angle of breakage. The blasting plan, so evolved, and approved by the Engineer-in-charge, will restrict the development of crack zone beyond the drilled contour and limit the PPV's influencing the damage prone features/structures range. Through trail blasting and vibration measurement, the value of variable K shall be determined from the following equation :

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

Where V = Peak particle velocity in mm/sec.

Q = Cooperating charge in Kg.

D = Distance from the blasting zone in meters.

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

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

4.9.4 EXPLOSIVES AND BLASTING

Explosives required for rock blasting are to be procured by the contractor at his own cost. It shall be the responsibilities of the contractor to store the explosive purchased by him in accordance with the rules of the explosive act and other rules framed by Government of India. Blasting materials such as gelatine, Detonators and fuse coils will have to be procured by the contractor & the contractor should make his own arrangements for their transport to work spot at his cost and their safe custody in a portable magazine, as per the rules in force and furnished the following details as per the format given below.

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

The provision detailed in the specification are supplementary the above laws, rules and regulations, and are also applicable except where they conflict with the above mentioned laws. Further the Engineer-in-charge may issue modification alteration and new instructions from time to time. The contractor shall comply with the same without these being made a cause for any claims.

All the materials such as explosives, detonators, fuse coils tamping materials etc. that are proposed to be used in the blasting operations shall have the required make and strength.

The use of fuse with only one protective coat is prohibited. The fuse shall be sufficiently water resistant as to be unaffected when immersed in water for thirty minutes.

Rate of burning of the fuse shall be uniform and not less than 4(four) seconds per 35 millimeters of length with 10 percent (ten percent) tolerance on either side. The fuse known as instantaneous fuse shall not be used.

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

4.9.5 PERSONNEL

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

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

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

4.9.6 STORAGE OF EXPLOSIVES

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

A careful and day to day account of the use of explosives shall be kept by the contractor in register in a manner prescribed by the Engineer-in-charge. The Engineer-in-charge may also pay surprise visits to the storage magazine. In case of any unaccountable storage of the explosives, or if the account is not found to have been maintained in a manner prescribed, the contractor shall be liable to be penalised in which case he shall not be entitled to any compensation for the losses etc. The action taken under this clause shall be in addition to that which might be taken by the competent authorities or in the court of law. The magazine shall at all times be kept scrupulously clean.

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

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

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

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

- (i) Not to put their feet on the clear floor unless they have the magazine shoes on.
- (ii) Not to allow the magazine shoes to touch ground outside the clean floor.
- (iii) Not to allow any dirt or grit to fall on the clean floor.

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

A brush or broom shall be kept in the lobby of the magazine, for the clearing out the magazine on each occasion it is opened for the receipt, delivery or inspection of explosives. No matches or inflammable material shall be allowed in the magazine. Light shall be obtained from an electric storage battery lantern. No person having articles of steel or iron on him shall be allowed to enter the magazine. Oily cotton, rags, waste and article liable to spontaneous ignition, shall not be allowed inside the magazine. Workmen shall be examined before they enter the magazine to see that they have none of the prohibited articles on them. No tool or implements other than those of copper, brass, gun metal or wood shall be allowed inside the magazine. All tools shall be used with extreme gentleness and care.

Boxes of explosive shall not be thrown down or dragged along the floor, and shall be stacked on wooden trestles. Where there are white ants, the legs of the trestles shall rest in shallow copper, lead or brass bowls containing water. Open boxes of Dynamite shall never be exposed to the direct rays of the sun. Empty box or loose packing materials shall not be kept inside the magazine. The magazine shall have lightning conductor, which should be got tested at least once a year. The contractor shall within 15 days, comply with all the recommendations made by the officer testing the lightning conductor, failing which the Engineer-in-charge shall entitle to comply with the same at the contractors' expense which shall not be open to question or the Engineer-in-charge may consider any action that he may consider fit.

The following shall be hung in the lobby of the magazine

- (i) A copy of rules both in English and Oriya .
- (ii) A statement showing ; the stock in the magazine at that particular time.
- (iii) A certificate showing the last date of testing of the lightning conductor.
- (iv) A notice that "Smoking is strictly prohibited".

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

4.9.7 TRANSPORT AND STRONG OF EXPLOSIVES

For the transport of the explosives and detonators between the store and site, closed and strong containers made of soft materials such as timber, zinc, copper, leather shall be used. Explosives and detonators shall be carried in separate boxes. For the conveyance of primer special containers shall be used.

The boxes and containers used shall be kept closed. Explosives shall be stored and used chronologically to ensure the ones received earlier being use first.

A make up house shall be provided at each working place in which cartridge will be made up by component and licensed men as required for the work. The makeup house shall be separated from other buildings. Only electric storage battery lamps will be used in this house. No smoking shall be allowed in the makeup house or generally while dealing with explosive. No child under 16 years of age & person who is in a state of introduction, shall be employed on the loading, unloading or transport of explosive or be employed in or allowed to enter in premises where explosives are handled and/or stored.

4.9.8 DISPOSAL OF DETERIORATED EXPLOSIVES

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

4.9.9 PREPARATION OF PRIMERS

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

4.9.10 CHARGING OF HOLES

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

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

4.9.11 BLASTING

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

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

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

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

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

4.9.12 ELECTRICAL FIRING

Only the Contractor's Supervisor in charge shall possess key of the exploder and short firing accessories and he shall keep it always with himself. Special apparatus shall be used as a source of current for the blasting operations. Power lined shall not be tapped for the purpose. The detonators shall be checked before use. For blast in series, only detonators of the same manufacturer of the same group of electrical resistance shall be used. Such electrical lines as could constitute danger for work of charging shall be removed from the site.

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

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

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

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

4.9.13 PRECAUTION AFTER BLASTING

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

4.9.14 MISFIRES

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

None of the drillers are to work nearer this hole under one of the two following operations have been carried out by the Supervisor.

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

Before leaving this work, the contractor's supervisor should inform the supervisor of the relieving shift of any case of misfires and should point out the position with red cross denoting the same, also stating what action if any, he has taken in the matter. A register of misfires and their location and how they were dealt with shall be maintained by the contractor. The contractor's Supervisor should also at once report at the contractor's office all cases of misfires, the cause of the same and what steps were taken in connection there with.

The name of the day and night shift supervisor of the contractor must be noted daily in the contractor's office. If misfire has been found to be due to a defective detonator, or dynamite, the whole quantity of box from which the defective article was taken must be returned to the contractor's office for inspection, and shall be disposed off.

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

Any damage to the neighboring building, properties, standing crops, and life due to blasting shall be made good by the contractor at his cost.

4.10 CONSTRUCTION / RAISING / STRENGTHENING OF EMBANKMENT

4.10.1 Raising/ strengthening of embankment shall be constructed to top widths and side slopes as shown on the drawings. The embankment shall be built to heights as directed above those shown on the drawings. The top of all the embankments shall be graded to be suitable for a road way and the top of other embankments shall be graded to scarified as directed. The extra height for settlement allowance shall be included. Before commencing over haul of material from the borrow area, levels of the banks to be formed in the sections where the over

hauling materials is proposed for construction of embankments, shall be taken. After completing the construction of embankment, final cross section levels shall be taken and the volume shall be arrived at and payment shall be made to that quantity only.

All materials shall be deposited in embankment so that cobbles, gravel and boulders are well distributed through other material and not nested in any position within or under the embankment .

- 4.10.2 In conjunction with construction of embankments, the contractor shall construct operation and maintenance roads and earth ramps adjacent to the canal and structures at his own expense. Suitable material from required excavation shall be placed as embankment for the roads and ramps. If sufficient suitable material is not available from required excavation the Engineer-in-charge may direct excavation from borrow areas. Decision of Superintending Engineer on suitability/ usefulness of excavated material for use in embankment section is final.
- 4.10.3 Embankment not to be compacted shall be formed conforming to clause 6.6.1 to I.S. 4701-1982. The embankments shall be built in layers not exceeding 30 (thirty) cm. in thickness. Embankment shall be built in approximately horizontal layers carried across the entire width of the embankments to the required slopes. Embankments shall not be widened with loose material dumped from the top. Embankment built by excavating and hauling equipment shall be made in horizontal layers and shall be kept as close to level as practicable. The travel over the embankments during construction shall be routed so as to distribute the compacting effect of the equipment to the best practicable advantage.
- 4.10.4 All materials required for the construction raising /widening of embankment and backfilling around the structures which are not available from canal excavation, excavation for structure or from excavation of other ancillary works shall be obtained from the approved borrow areas arranged by contractor at his own cost. Shallow cut will be permitted in the borrow areas if unstratified materials with uniform moisture contents are encountered. Each designated borrow area shall be fully exploited before switching over to the next designated borrow area. Haphazard exploitation of borrow pits shall not be permitted. The type of equipment used and the operations in the excavation of materials in borrow areas shall be such as to produce the required uniformity of the mixture of materials for the embankment. The contractor has to arrange borrow earth at his own cost and responsibility. No compensation whatsoever for change in limits and locations of the borrow areas and depth of cut for getting suitable earth shall be paid to the contractor. No excavation is allowed within a distance of five times the height of embankment from the outer toe. Borrow pits shall be operated so as not to impart the usefulness or mar the appearance of any part of the work or any other property. After excavation the borrow area will be dressed suitably.
- 4.10.5 All areas required for borrowing earth for embankment shall be cleared of all tree stumps, roots, bushes, rubbish and other objectionable materials. Construction and maintenance of approach roads and haulage road will be the responsibility of the contractor. The Department will have full right of way to those roads for inspection purposes. No extra payment is admissible as this is deemed to have been included in the unit bid price for earthwork in the bill of quantities being contingent to the main work.
- 4.10.6 The planning for execution should be such that all the useful excavated materials are utilized in embankment prior to utilization of borrow earth from outside. Only suitable materials as per specification shall be excavated, loaded and conveyed to the point of placement in the embankment. Unsuitable material if conveyed shall be removed and disposed clear of the work site as directed by the Engineer-in-charge at the cost of the contractor. The maximum dimensions of stones pebbles and rock fragments etc. placed in the outside zone of the embankment shall not be more than 15 cm. and the quantity of such stone shall not exceed 5% of total quantity.
- 4.10.7 Construction of embankment shall begin at the toe of the fill and in no case shall embankment be widened by material dumped from the top. The material shall be placed in the earth fill in the continuous horizontal layers not more than 30Cm. in thickness. The inside proud section shall not be removed if the lining work is not included under the same contract. Such proud section made out of borrow earth from outside only shall be paid as per bid price of the item in the bill of quantities. No payment shall be made for compaction for such proud section left.
- During construction a small transverse slope from center towards edges should be given to avoid pools of water forming due to rains.
- 4.10.8 Embankment materials shall be placed only when the weather conditions are satisfactory to permit accurate control of the moisture content in the embankment materials. The contractor,

shall provide suitable protection works to protect the slope from erosion due to rain water. No payment what-so-ever shall be made for providing such protection work and rectifying the monsoon damages.

- 4.10.9 As the earth fill of canal/embankment is not being mechanically compacted settlement allowance at 17 % of height should be provided. Settlement allowance shall be calculated after embankments are subjected to natural compaction of one full monsoon rains. For short duration works, necessary adjustments are to be made to take care of natural settlement due to rains. Accordingly extra height should be provided taking the settlement into account. The base width of the embankment shall not be increased to maintain the design slopes indicated in the drawings for additional height as settlement allowance.

SECTION – 3

3. CONCRETE

3.1 DESCRIPTION OF ITEMS

- 4.1.1** Cement concrete M-15 grade with 40mm & downgraded hard granite crusher broken aggregates free from weathered skin surface, dust and any other deleterious materials including cost, carriage, royalty, taxes etc. of all materials including machine mixing, watering, compacting with vibrators, hoisting and laying in position for a finished smooth surface and curing with all leads, lifts and delifts including hire and running charges of machineries, construction & removal of coffer dam and dewatering if required with all other incidental charges etc. complete as per specification, drawing and direction of Engineer-in-charge.
- 5.1.2** Cement concrete M-20 grade with 40mm & downgraded hard granite crusher broken aggregates free from weathered skin surface, dust and any other deleterious materials including rigid smooth centering and shuttering, cost, carriage, royalty, taxes etc. of all materials including machine mixing, watering, compacting with vibrators, hoisting and laying in position for a finished smooth surface and curing with all leads, lifts and delifts including hire and running charges of machineries construction & removal of coffer dam and dewatering if required with all other incidental charges etc. complete as per specification, drawing and direction of Engineer-in-charge
- 6.1.3** Reinforced Cement concrete M-20 grade with 20mm & downgraded hard granite crusher broken aggregates free from weathered skin surface, dust and any other deleterious materials including rigid smooth centering and shuttering, cost, carriage, royalty, taxes etc. of all materials including machine mixing, watering, compacting with vibrators, hoisting and laying in position for a finished smooth surface and curing with all leads, lifts and delifts including hire and running charges of machineries construction & removal of coffer dam and dewatering if required with all other incidental charges etc. complete as per specification, drawing and direction of Engineer-in-charge
- 7.1.4** Reinforced Cement concrete M-25 grade with 20mm & downgraded hard granite crusher broken chips free from weathered skin surface, dust & any other deleterious materials including rigid smooth centering and shuttering, cost, carriage, royalty, taxes etc. of all materials including machine mixing, watering, compacting with vibrators, hoisting and laying in position for a finished smooth surface and curing with all leads, lifts and delifts including hire and running charges of machineries, construction & removal of coffer dam and dewatering if required with all other incidental charges etc. complete as per specification, drawing and direction of Engineer-in-charge
- 7.1.5** Reinforced cement concrete M-30 grade with 20mm & downgraded hard granite crusher broken chips free from weathered skin surface, dust and any other deleterious materials including rigid smooth centering and shuttering, cost, carriage, royalty & taxes of all materials except steel with machine mixing, watering, compacting with vibrator, hoisting & laying in position for a finished smooth surface and curing with all leads, lifts & delifts including hire & running charges of machineries, construction & removal of coffer dam and dewatering if required with all other incidental charges etc. complete as per specification, drawing and direction of Engineer-in-charge.

7.2 GENERAL

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

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

The consumption of cement, coarse aggregates & sand for one cubic meter of various grade of concrete shall be calculated as per provision against scheduled of rate.

Grade of concrete	With 40mm & downgraded aggregates			With 20mm & downgraded aggregates		
	Cement (kg)	Coarse aggregates (cum)	Sand (cum)	Cement (kg)	Coarse aggregates (cum)	Sand (cum)
M 15	302.00	0.90	0.45	-	-	-
M 20	344.00	0.90	0.45	347.00	0.90	0.45
M 25	--	--	--	403.00	0.90	0.45
M 30	-	-	-	406.00	0.90	0.45

In case of actual consumption of cement, as per direction of Engineer-in-charge on recommendation of design mix by Quality Control Organisation for the grade of concrete if different from the above, the cost for excess or less consumption will paid extra or deducted respectively.

7.3 STRENGTH OF CONCRETE

Grades of concrete	Compressive strength in N/mm ² on 150mm cube	
	Minimum at 7 days	Minimum at 28 days
M-15	7	10
M-20	10	15
M-25	13	20
M-30	15	30

7.4 STORAGE OF AGGREGATE

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

7.5 FORM WORKS

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

7.6 MIXING

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

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

The concrete as discharged from the mixer, shall be uniform in composition and consistency, Workability shall be checked at frequent intervals as per IS : 199 –1959. Mixers will be examined regularly by the Engineer-in-charge for changes in conditions due to accumulations of hardened concrete or mortar or to wear and tear of blades. Any mixer that at any time produces unsatisfactory mix, shall not be used until

repaired. If repair attempts are unsuccessful, a defective mixer shall be replaced. Batch size shall be at least 10% but not in excess of the rated capacity of the mixer.

- (c) The first concrete batch at the start of continuous mixing operation or after lapses of 30 minutes in continuous mixing operation shall be made richer by the addition of extra cement as directed.
- (d) The full contents of the drum shall be discharged quickly to avoid segregation.
- (e) The minimum mixing period specified are conditioned on the material being fed into the mixer in a manner which will facilitate efficient mixing and an operation of the mixer at its designed speed. The following sequence of charging the mixer may be adopted.
Five to ten percent of the total quantity of water required for mixing adequate to wash the drum thoroughly shall be introduced before the other ingredients in order to prevent any caulking of the cement on the blades or side of the mixer.
- i. All dry ingredients (Cement, fine and coarse aggregates) shall be simultaneously fed into the mixer in such a manner that the period of flow for each ingredient is about the same. Eighty to Ninety percent of the total quantity of water required for mixing shall be added uniformly along with the dry ingredients.
- ii. The remaining quantity of water shall be added after all the other ingredients are in the mixer.
- iii. Portion of the coarse aggregate, however may be added last. This facilitates clearance of the chutes and removes the fine aggregate or cement adhering to the sides.
- (f) Concrete which has been kept unused for more than 30 minutes after the addition of water shall be rejected unless the concrete is in such a condition that it can be subsequently vibrated in place and its use is specifically permitted.
- (g) When the mixer is stopped, before placing again any ingredients in the mixer all hardened concrete or mortar shall be removed from inner surface of the mixer.
- (h) The re tempering of partially hardened concrete or mortar requiring renewed mixing with or without the addition of cement, aggregate or water shall not be permitted.
- (i) A representative of Engineer-in-charge shall supervise all stages of production of concrete, preparation of test specifications and site test shall be supervised.

7.7 TRANSPORTATION OF CONCRETE

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

7.8 PREPARATION BEFORE PLACING CONCRETE

7.8.1 GENERAL REQUIREMENT

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

7.8.2 FOUNDATION SURFACES

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

7.8.3 R.C.C. WORK

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

7.9 PLACING AND COMPACTING CONCRETE

7.9.1 GENERAL

CONTRACTOR

- (a) All surfaces upon or against which concrete is to be laid shall be prepared in accordance with the drawings.
- (b) If concreting is not started within 24 hours of the approval being given, it shall have to be obtained again.
- (c) All absorptive surfaces against which concrete is to be laid shall be moistened thoroughly so that moisture will not be withdrawn from the freshly placed concrete. The surfaces however shall be free from standing water. The concrete shall be deposited as nearly as possible in its final position and compacted before setting commences and should not be subsequently disturbed. Methods of placing should not be such as to avoid segregation. Care should be taken to avoid displacement of reinforcement or movement of form work. All concrete which has set before placement shall be rejected and immediately removed from site of work.
- (d) The construction joints at the end of each days work should be left vertical only at location as approved by authorised representative of the Engineer-in-charge.

7.9.2 COMPACTION

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

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

7.10 CURING AND PROTECTING

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

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

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

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

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

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

7.11 TESTS AND STANDARDS OF ACCEPTANCE

7.11.1 GENERAL

Testing of concrete shall be carried out by the Quality Control Organization of the Department. The representative samples shall be taken from the site of work during laying of the concrete as desired by Engineer-in-charge for testing purpose.

7.11.2 SAMPLING PROCEDURE AND FREQUENCY

A Random sampling procedure shall be adopted to ensure that each concrete batch has a reasonable chance of being tested i.e. the sampling should be spread over the entire period of concreting and should cover all mixing units.

7.11.3 TEST SPECIMEN

Three test specimens shall be made from each sample for testing at 28 days. Additional cubes may be required for various purposes, such as to determine the strength of concrete at 7 days or at the time of striking from work, or to determine the duration of curing or to check the testing cubes by accelerated methods as described in IS: 9013-1978. The specimen shall be tested as described in IS: 516-1959.

7.11.4 TEST STRENGTH OF SAMPLES AND ACCEPTANCE CRITERIA

- (a) The test strength of the samples shall be the average of three specimens. Individual variation shall not be more than 15% of the average.
- (b) Contractor shall provide necessary unskilled labour and facilities for collection of samples, curing in tanks, transportation of cores etc. and his authorized representative shall remain present at the time when the samples cores etc. are collected. Testing shall be carried out at the testing laboratories set up close to the site or at any other laboratory that the Engineer-in-charge may decide upon and the results given thereby shall be considered as correct and authentic and acceptable to the contractor. The contractor shall be given access to all operations and tests that may be carried out as aforesaid.

7.12 MEASUREMENT AND PAYMENT OF CONCRETE

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

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

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

SECTION - 4

4.1 ROUGH STONE DRY PACKING

4.1.1 DESCRIPTION OF ITEMS

Rough stone dry packing in aprons and revetments with approved quality of hard granite stones of 30 cm size and above to required shape with all leads, lifts and delifts including cost, carriage, taxes, royalty etc. of stone, labour for preparation of surface for packing, dewatering if required and all other incidental charges etc. complete as per drawing, specifications and direction of the Engineer-in- Charge.

4.1.2 GENERAL:

The pitching materials shall consist of the most durable rock fragments of approved quality selected for the purpose. Stone shall be used from the surplus usable excavated rubble or from the approved quarries, if required and shall be subjected to thorough inspection and approval by the Engineer. The quality of individual stones shall be dense, sound and resistant to abrasion and shall be free from cracks, seams, shale partings, conglomerate, bands and other defects that would tend to increase unduly their susceptibility to destruction by water and weathering action. The shape of individual stones shall be angular. Stone having thickness less than 50% of their maximum dimensions shall not be used for pitching.

The compacted embankment, the slope of which is to be protected with stone pitching, shall be trimmed to the lines and slopes as prescribed on the drawings or as directed by the Engineer from time to time. The earth obtained from this trimming shall be laid on top of the embankment if required or as directed by the Engineer.

Pitching shall be hand placed on upstream slope of the canal embankment. The thickness of pitching shall be as indicated on the drawings. The thickness shall be measured normal to the slope of the embankment launching apron shall be hand placed in horizontal layers and upstream and downstream of the structures and its thickness shall be as indicated on the drawings.

Before laying the pitching/ launching apron on level ground or on sides of the banks, the receiving surface shall be trimmed to the required slopes and profiles put by means of lines and plates at regular intervals. Depressions shall be filled up and thoroughly compacted. Pitching on inverted filter, if any, shall be started from the end and built in courses upwards. Stones shall be placed by derrick or by hand and so placed that the largest dimensions are perpendicular to the face of the slope. The larger stones shall be placed in the bottom course and for use as headers for subsequent courses.

All interstices between adjacent stones shall be filled with spalls of proper sizes and wedged in with hammer to ensure tight packing.

4.1.3 MEASUREMENT AND PAYMENT

Measurement for payment will be made on the basis of volumetric measurement of finished stone packing. The unit rate is inclusive of trimming the earth to required profile, slopes and grade and/ or preparing level at suitable intervals as directed, to have uniform base.

4.2 TURFING:

2.2.1 DESCRIPTION OF ITEMS

Fine dressing and turfing the slopes of canal banks with compacted dub grasses including cutting & conveying the turf by mechanical means & placing the turf with all leads, lifts and delifts including watering up to full size growth of the grass and all other incidental charges etc. complete as per direction of the Engineer-in-charge. (Full payment will be made only after survival of the turf).

4.2.2 GENERAL:

The turf shall be of good approved quality 'dub grass' not less than 15cm size. The contractor shall have to arrange the 'dub grass' at his own cost. The contractor shall have to make good the damages to the slopes of the embankment due to rain cuts etc. and bringing it to proper profile before the turf is laid. The turf shall be laid to finished designed slope and profile, rammed for compaction and be watered up to green growth of the grass. There will be deduction of 20% quantity of earth work if the agency fails to complete the turfing work.

4.2.3 MEASUREMENT AND PAYMENT

Measurement for payment of turfing shall be made after full and satisfactory growth of the turf. Measurement shall be made on square metre basis and the unit rate shall be for 1 sqm of the area. The rate shall include cost of all labour, cost, conveyance including cost of watering and all other incidental charges to complete the work as per specification and direction of Engineer-in-charge.

4.3. STONE DUMPING

4.3.1. General

The dumping and packing shall consist of boulders and blasted rock fragments. It shall be dumped mechanically or hand placed.

4.3.2 Quality of dumping and surface packing stone

- i) The boulder and rock fragments shall be controlled quarry for quality, gradation and size.
- ii) The boulders and rock fragments obtained from rock excavated shall be checked for quality, gradation and size before lifting.
- iii) The stone for dumping and surface packing should be dense, resistant to abrasion and free from cracks seams, shale partings, conglomerate bonds and other defects, that would tend to increase their susceptibility to destruction by the action of water and weather. The size of stone should be of 0.003 cum & above.

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

4.3.4 TEST OF STONE

- i) Soundness: The rock fragments shall be tested for its soundness as per I.S. 2386.
- ii) Abrasion: The rock fragments shall be tested for its abrasion as per IS-2386.
- iii) Water absorption test – As per IS 2386.

Quality of stone should confirm following standards:

- | | | |
|----|--------------------|-------------|
| 1. | Soundness - | Maximum 12% |
| 2. | Abrasion - | Maximum 40% |
| 3. | Water absorption - | Maximum 5% |

4.4. THICKNESS OF SURFACE PACKING

In no case the minimum thickness of hand placed surface packing shall be less than 30cm.

4.4.1. PLACEMENT OF STONE

The surface packing shall be hand placed which should consist of size 0.028 cum and above laid on edge starting from the bottom. The stone shall be laid compactly with staggered joints and so matched and inter locked that they shall be keyed together with minimum of joint space and then rock fragment and spall shall be driven by a hammer into interstices to wedge the rip rap in place. The hand placed surface packing shall perfectly be laid in one course and the layer thickness is same as of the stone size. If two layers of stones are used the header stone extending through both layers and spaced at about 1.5m shall be used. The top layer stone shall be larger.

4.4.2. MEASUREMENT & PAYMENT

The measurement of dumping of stone shall be of level section.

4.5 EARTH WORK EXCAVATION / STONE WORKS

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

4.6 PLACEMENT (EARTHWORK)

- i) Choice of equipment shall be governed by the site conditions, nature of job / space etc. and it shall be got approved from the Engineer-in-Charge.
- ii) Earth work beyond the required design section will not be paid for
- iii) Earth work quantity will be assessed from cross section taken at suitable intervals as decided by the Engineer-in-charge. Initial levels will be taken and recorded in level

book with reference to the bench mark which should be kept at site till finalization of the work. The initial of the cross-section papers should be signed by both the parties before starting the work. Final level is to be taken and recorded in level book after completion of the work in all respect and the contractor is to sign the final levels taken in level book as acceptance of final measurement.

- iv) Payment for earth work in cutting section measurement will be made without deducting any percent towards settlement allowance.
- v) Payment for earth work in filling section measurement will be made deducting 17 % towards settlement allowance

4.7 RIP RAP & LAUNCHING APRON

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

4.7.2. QUALITY OF RIP RAP STONE

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

4.7.3. Test for Stone

- i) Soundness-the rock fragments shall be tested for its soundness as per IS-2386-Part-II.
- ii) Abrasion - The rock fragments shall be tested for its abrasion as per IS-2386-Part IV.
- iii) Water absorption test – As per IS-2386.
- iv) Quality of stone should confirm following standards 1 Soundness Maximum 12 % 2. Abrasion Maximum 40 % 3. Water absorption Maximum 5 %

4.7.4. THICKNESS OF RIP RAP / LAUNCHING APRON In no case the minimum thickness of hand placed Rip Rap-Launching apron and dumped rip rap shall be less than 30 cm and 45cm respectively.

4.6. PLACEMENT OF RIP RAP / LAUNCHING APRON

(i) Hand placed Rip Rap The hand placed rip rap stone shall consist of size 0.02 cum and above size and laid on edge starting from the bottom. The stone shall be laid compactly with staggered joints and so matched & interlocked that, they shall be keyed together with minimum of joint space. Then rock fragments and spalls shall be driven by a hammer into interstices to wedge the rip rap in place. The hand placed rip rap shall preferably be laid in one course and the layer thickness is same as the stone size. If two layers of stones are used the header stone extending through both layers

and spaced at about 1.5m. shall be used. In two layers placing the top layer stones shall be larger.

(ii) **DUMPED RIP RAP / Launching Apron** The dumped rip rap/ Launching apron shall consist of boulders or blasted rock fragments of 30 cm and above size. It shall be dumped manually or mechanically.

4.6.1. MEASUREMENT AND PAYMENT Thickness of riprap shall be measured at a number of locations and the payment shall be made towards the average thickness arrived out of the measurements. Payment for rip-rap shall be made at the applicable unit price per cubic meter in the bill of quantities for rip rap which unit price shall include the cost of procuring or finishing, hauling and placing the rock for rip rap including the rock spalls.

4.6.2. GRADED FILTER. Provision of a suitably designed filter is necessary under the slope pitching to prevent the escape of under flying embankment through the voids of pitching when subjected to the attack of flowing water the wave action etc. In order to achieve this requirement, the filter may be provided in one or more layers satisfying the following criteria.

$$\begin{aligned} D_{15}(\text{Filter})/ D_{85}(\text{Base}) &< 5 \\ D_{15}(\text{Filter})/ D_{15}(\text{Base}) &< 20 \\ D_{50}(\text{Filter})/ D_{50}(\text{Base}) &< 25 \end{aligned}$$

Note: 1. Filter design may not be required if the slope consists of CH soils with liquid limit greater than 30, resistant to surface erosion. In this case, if a layer of material is used as bedding for pitching, it shall be well graded and its D85 size shall be at least twice the maximum void size pitching. 2. If more than one filter layer is required, the same requirement as above shall be allowed for each layer. The finer filter shall be considered as base material for selection of coarser filter.

4.7 SETTING OUT OF WORK

4.7.1 Temporary bench marks shall be fixed at every 0.5Km interval connecting permanent bench marks available near major structure site. The Contractor shall establish additional reference Bench marks as may be needed at his own cost for facilitation the setting out and taking levels for measurement of work, with the approval of the Engineer-in-charge. The bench Mark shall be marked on a concrete pillar 30cm. (a) x 30cm (b) x 75cm. (d) which shall be mark shall be embedded 55 cm into firm ground and projecting 20cm above the ground. The Bench Mark pillar shall constructed in plain cement concrete of M-10. the pillar shall be well protected from being disturbed. The RL of bench mark shall be conspicuously carved and painted on the pillar.

4.7.2 Before starting any work and during execution (if required), the contractor shall erect reference Bench Marks, reference lines and check profiles at convenient locations as per the direction of the Engineer-in-charge. The center line of the canal and the

reference line for all alignments for demarcation purpose shall be laid by dug-belling on the ground.

4.7.3. The check profiles shall be located 15meter apart or longer as directed by the Engineer-in-charge to serve as a guide for execution on all slops and steps to the elevations. All-important levels and all reference points with respect to bench marks and reference lines shall be fixed and co-related by the contractor as per directions of the Engineer-in-Charges.

4.8 CLEARING AND GRUBBING

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

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

4.8.3 PROCEDURE FOR MEASUREMENT

Before commencement of work, initial levels to indicate existing ground levels shall be taken at 30m. intervals longitudinally along the embankment. The level points transversely along the cross sections shall be maximum at 5m. intervals in flat ground and 1.5-2 M in undulating terrain. The cross sections shall extended beyond the limits of work to a suitable distance and minimum 5M. beyond the toe lines of slopes on both the sides. The intervals stipulated shall be made closer depending on the topography or any stipulated made by the Engineer-in-Charge. All initial levels shall be recorded in ink in the level books issued by the Engineer-in-Charge and shall be signed by the Junior Engineer/Assistant Engineer when he records the levels. The Assistant Engineers and Superintending Engineer shall exercise checks strictly in accordance with the codal provisions. Actual construction work shall not be allowed to start unless the above formalities are fulfilled. If the work is awarded to any agency, the level shall be recorded in the presence of the contractor or his authorized agent. The contractor or his authorized agent shall sign each page of the level book/field book in taken of acceptance. These cross sections shall form the basis of all future measurements and payments. Each dimension shall be measured to the nearest 0.01m. Areas shall be computed to nearest 0.01sqm. Volume shall be computed to nearest 0.01 cum.

SECTION – 6
FORMS

(AFFIDAVIT)

(To be submitted in original in legal stamp paper)

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

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

I am submitting tenders before the Superintending Engineer, puri Irrigation
Division, At / Po / PS / Dist:- Puri-752003, Odisha for execution of work

.....” in
response to **Bid Identification No.PID-02 of 2026-27**. I am the authorized signatory
on behalf of contractor for the tender for the work mentioned above.

I am swearing this affidavit that all tender documents and accompanying papers
those being submitted by me before the Superintending Engineer, Puri Irrigation
Division, Puri including E.M.D are all authentic and Bonafide documents in the eyes of
the law of the land.

The undersigned do hereby certify that I am not related to any officer WR Deptt.
above the rank of Assistant Engineer & under Secretary.

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

Signature of Contractor /
Authorized Signatory

Note :

*Mention the license issuing authority.

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

**AFFIDAVIT FOR
Engineer Contractor)**

(To be submitted in original in legal stamp paper)

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

I am submitting tenders before the Superintending Engineer, puri Irrigation Division, At / Po / PS / Dist:- Puri-752003, Odisha for execution of work
“
_____” in response
to **Bid Identification No.PID-02 of 2026-27**. I am the authorized signatory on behalf of contractor for the tender for the work mentioned above.

(ii) I am swearing this affidavit that I have not availed the exemption of EMD for more than 2 works during the current financial year 2025-26.

(iii) I am swearing this affidavit that all tender documents and accompanying papers those being submitted by me before the Superintending Engineer, Puri Irrigation Division, Puri including E.M.D. in any shape are all authentic and bonafide documents in the eyes of the law of the land.

Iv That the fact stated in the affidavit are true to the best of my knowledge and
Signature of Contractor /Authorized Signatory

Note :

*Mention the license issuing authority.

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

NO RELATION CERTIFICATE

Certified that I / We am / are not related to any officer of Water Resources Department of the rank of Assistant Engineer and above or any officer of the rank of Assistant Secretary above.

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

CONTRACTOR

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

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

- 1.
- 2.
- 3.
- 4.
- 5.

**VI. CHECK LIST
SUBMITTED OR NOT**

1	Form A	Structure and Organization	Yes/No
2	Form B	Financial position	Yes/No
	a)	Balance sheet of last five years	Yes/No
	c)	True copies of Income Tax & Sales Tax clearance certificate for the last five years for domestic contractors.	Yes/No
3		Certificate of registration for execution of contract attached	Yes/No
4		Documentary evidence in support of statement 4 A,B,C,D & E-a of General Statement attached. (Refer Page No. 21 & 22)	Yes/No
5		Certified copy of power of attorney in case of partnership firm, limited or Corporation attached.	Yes/No
6		Documentary evidence as required in minimum pre- qualification criteria.	Yes/No
7		Affidavit for authenticity of document, EMD & Tender	Yes/No

SECTION – 7
GOVT. CIRCULAR

GOVERNMENT OF ODISHA

WORKS DEPARTMENT

OFFICE MEMORANDUM

No. 07764600022025 173 /W., Bhubaneswar Dt. 03/01/20

Sub:- Amendment of Codal & Contractual Provisions.

After careful observation, Government has been pleased to abolish the extant provisions of threshold negative bid caps (14.99%) introduced in Appendix-IX, Clause 36 of OPWD Code Volume-II in the procurement of works undertaken by the Govt of Odisha and its agencies to ensure the procurement process results in a viable and successful manner with adoption of following incremental **Additional Performance Security(APS)** system:

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

- I. where the bid price is below 0% but not below 10% of the project cost put to bid, no additional performance guarantee/security percentage is required.
- II. where the bid price is below 10% but not below 20% of the project cost put to bid, the additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price;
- III. where the bid price is 20% or more below of the project cost put to bid, the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition 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.

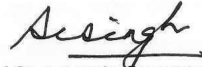
VI. Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and recommended to the competent authority of the Administrative Department for the approval of the Additional Performance Security(APS). An abnormally low bid is one in which the Bid price, in combination 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.

2. These amendments shall take effect from the date of issue of the O.M.

3. Accordingly, the relevant existing codal/contractual provision stands modified with effect from the date of issue of this O.M.

4. This has been concurred in by the Finance Department vide **File No. FIN-WF1-MISC-0102-2025**

By order of the Governor

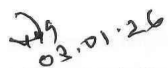


Principal Secretary to Government

Memo No. 174 /W, dated 03/01/26

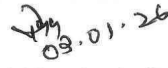
Copy along with soft copy forwarded to Gazette Cell, Commerce and Transport (Commerce) Department, Bhubaneswar, for information and necessary action.

They are requested to publish the Office Memorandum in the extraordinary issue of the Gazette and supply 20 (twenty) copies to this Department.


EIC-cum-Special Secretary to Government

Memo No. 175 /W., Dt. 03/01/26

Copy forwarded to the P.S. to the Hon'ble Chief Minister, Odisha for the kind information of the Hon'ble Chief Minister.


EIC-cum-Special Secretary to Government

Memo No. 176 /W., Dt. 03/01/26

Copy forwarded to the P.S. to the Hon'ble Minister, Law, Works, Excise, Odisha for the kind information of the Hon'ble Minister.

EIC-cum-Special Secretary to Government

Memo No. 177 /W., Dt. 03/01/26

Copy forwarded to the OSD to the Chief Secretary, Odisha, for the kind information of the Chief Secretary, Odisha.

EIC-cum-Special Secretary to Government

Memo No. 178 /W., Dt. 03/01/26

Copy forwarded to Sr. P.S. to the DC-cum-ACS, Odisha, for the kind information of the DC-cum-ACS, Odisha.

EIC-cum-Special Secretary to Government

Memo No. 179 /W., Dt. 03/01/26

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

EIC-cum-Special Secretary to Government

Memo No. 180 /W., Dt. 03/01/26

Copy forwarded to P.S. to the Principal Secretary to Govt., Finance Department/ H & UD Department for the kind information of the Principal Secretary, Finance Department/ H & UD Department respectively.

EIC-cum-Special Secretary to Government

Memo No. 181 /W., Dt. 03/01/26

Copy forwarded to P.S. to the Commissioner-cum-Secretary to Govt., RD Department/ PR&DW Department for the kind information of the Commissioner-cum-Secretary, RD Department/ PR&DW Department respectively.

EIC-cum-Special Secretary to Government

Memo No. 182 /W., Dt. 03/01/26

Copy forwarded to the Finance Department/ H & UD Department/ RD Department/ PR&DW Department/DoWR/ all other Departments for information and necessary action.

EIC-cum-Special Secretary to Government

Memo No. 183 /W., Dt. 03/01/26

Copy forwarded to the FA-cum-Special Secretary to Government, Works Department for kind information and necessary action.

Jy,
03.01.26

EIC-cum-Special Secretary to Government

Memo No. 184 /W., Dt. 03/01/26

Copy forwarded to all Collectors & DMs for information and necessary action.

Jy,
03.01.26

EIC-cum-Special Secretary to Government

Memo No. 185 /W., Dt. 03/01/26

Copy forwarded to EIC(Civil-cum-Roads), Odisha /EIC, Water Resources, Odisha/ EIC, Rural Works, Odisha/ EIC (PH), H&UD Department/ EIC (RWSS) PR&DW Department/ EIC, DPQ, Odisha/ EIC, NHs, Odisha/ EIC-cum-Managing Director, OB & CC Ltd., Bhubaneswar, Odisha/ Chief Engineer, Roads-I & II, Odisha / Chief Engineer, Buildings-I & II, Odisha / Chief Engineer, NHs, Odisha/ Chief Engineer, Bridges, Odisha / Chief Engineer, P&IP, Odisha / Chief Engineer, RD &QP, Odisha /Chief Engineer, RW- I & II, Odisha / Chief Engineer, PH (Urban), Odisha / Chief Engineer, Electricity, Odisha / Managing Director, OCC Ltd., Bhubaneswar/ all State PSUs for kind information and necessary action.

Jy,
03.01.26

EIC-cum-Special Secretary to Government

Memo No. 186 /W., Dt. 03/01/26

Copy forwarded to all CCEs/ SEs/ EEs of the Works Department for kind information and necessary action.

Jy,
03.01.26

EIC-cum-Special Secretary to Government

Memo No. 187 /W., Dt. 03/01/26

Copy forwarded to Roads Section/ A/C-I Section /A/C-II Section/ Plan Section / Building Section / Budget Section / N.H. Section / FC & AA Section, Works Department for information and necessary action

Jy,
03.01.26

EIC-cum-Special Secretary to Government

GOVERNMENT OF ODISHA

WORKS DEPARTMENT

OFFICE MEMORANDUM

No. 07764600022025 632 /W., Bhubaneswar Dt. 9.1.26

Sub- Clarification on Works Department Office Memorandum No.173 dt 03.01.2026 regarding Amendment of Codal and Contractual Provisions.

The following clarifications are issued on Works Department Office Memorandum No. 173 dated . 03.01.2026

1. The phrase " **to abolish the extant provisions of threshold negative bid caps (14.99%) introduced**" in the first para of the Works Department OM No. 173 dated. 03.01.2026 may be read as " **to abolish the extant provisions of threshold negative bid caps of 15 % introduced vide Works Department OM No. 12366/W dt. 08.11.2013 and amended vide Works Department OM No. 1437 dt, 31.01.2023**"
2. If more than one bid is quoted (decimal up to two numbers will be taken for all practical purposes), either at the estimated cost put to tender or less than the estimated cost put to tender, the tender accepting Authority will finalize the tender through a transparent lottery system, where all the concerned bidders/their authorized representatives, the concerned SE/EE of the concerned Division and Divisional Accounts Officer (DAO) will remain present.
3. If the rate quoted by the SC and ST Category Contractors comes to the rate quoted by the L1 bidder(decimal up to two numbers will be taken for all practical purposes) after availing 10% price preference as per Para 2 of Works Department Resolution No. 27748 dated. 11.10.1977, the tender shall be finalized by the tender accepting authority through a transparent lottery system along with other categories of contractors.
4. As regards the bidding process in which the tender has been floated before the issue of Works Department Office Memorandum No.173 dt 03.01.2026, the bid shall be finalized as per the earlier provisions in Appendix-IX, Clause 36 of OPWD Code Volume-II.
5. This has been concurred in by the Finance Department in File No **FIN-WF1-MISC-0102-2025**

By order of the Governor



Principal Secretary to Government

FIN-WF1-MISC-0102-2025/1/2026

Memo No. 633 /W, dated 9.1.26

Copy along with soft copy forwarded to Gazette Cell, Commerce and Transport (Commerce) Department, Bhubaneswar, for information and necessary action.

They are requested to publish the Office Memorandum in the extraordinary issue of the Gazette and supply 20 (twenty) copies to this Department.

Jee
09.01.2026
EIC-cum-Special Secretary to Government

Memo No. 634 /W., Dt. 9.1.26

Copy forwarded to the P.S. to the Hon'ble Chief Minister, Odisha for the kind information of the Hon'ble Chief Minister.

Jee
09.01.2026
EIC-cum-Special Secretary to Government

Memo No. 635 /W., Dt. 9.1.26

Copy forwarded to the P.S. to the Hon'ble Minister, Law, Works, Excise, Odisha for the kind information of the Hon'ble Minister.

Jee
09.01.2026
EIC-cum-Special Secretary to Government

Memo No. 636 /W., Dt. 9.1.26

Copy forwarded to the OSD to the Chief Secretary, Odisha, for the kind information of the Chief Secretary, Odisha.

Jee
09.01.2026
EIC-cum-Special Secretary to Government

Memo No. 637 /W., Dt. 9.1.26

Copy forwarded to Sr. P.S. to the DC-cum-ACS, Odisha, for the kind information of the DC-cum-ACS, Odisha.

Jee
09.01.2026
EIC-cum-Special Secretary to Government

FIN-WF1-MISC-0102-2025/1/2026

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No.419, CUTTACK, MONDAY, FEBRUARY 2, 2026 / MAGHA 13, 1947

STEEL & MINES DEPARTMENT

NOTIFICATION

The 2nd February, 2026

No.1194—SM-MC3-MISC-0023/2025/S&M.— In exercising the power conferred by Clause (ba), Sub-rule 1 of Rule-2 of Odisha Minor Mineral Concession Rules, 2016 (OMMC Rules, 2016), the State Government have been pleased to notify that **Additional Charge for Minor Minerals shall be twice of the royalty applicable for unit quantity of the respective Minor Minerals.**

The Additional Charge for Minor Minerals notified under this notification shall be reviewed periodically by the State Government and may be revised as deemed necessary.

Violation of this notification shall attract penal action as prescribed under the Odisha Minor Minerals Concession Rules, 2016 (OMMC Rules, 2016) and other applicable laws.

This notification shall come into force with effect from the date of its publication in the *Odisha Gazette*.

By Order of the Governor

D. CHANDRAKAR

Additional Secretary to Government

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SECTION – 8
BILL OF QUANTITY WITH RATES

BILL OF QUANTITY

**Superintending Engineer
Puri Irrigation Division Puri**

CONTRACTOR

98

**SUPERINTENDING ENGINEER,
PURI IRRIGATION DIVISION, PURI**

