



**GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES**

**TENDER DOCUMENT
(TECHNICAL BID)**

FOR THE WORK

Improvement to service road of Gopei Minor from RD 300m to RD 2030m for the
year 2026-27

**Superintending Engineer
Mahanadi North Division
Jagatpur**

BID DOCUMENTS

NAME OF WORK :- Improvement to service road of Gopei Minor from RD 300m to RD 2030m for the year 2026-27

The bid document contains..... Sheets.

**Superintending Engineer
Mahanadi North Division
Jagatpur**

CONTENTS

Section	Items	Page No.
Section-1	Detailed Tender Call Notice	5-24
Section-2	Information & Instruction to Bidders	25-28
Section –3	General Rules & Directions	29-35
Section –4	Condition of Contract	36-68
Section –5	Technical Specification	69-116
Section – 6	Forms	117-125
Section – 7	Drawings	126-127
Section – 8	Govt. Circular	128-150



GOVT. OF ODISHA
DEPARTMENT OF WATER RESOURCES
OFFICE OF THE SUPERINTENDING ENGINEER,
MAHANADI NORTH DIVISION-I, JAGATPUR, CUTTACK

E-mail ID :- exengr.mnd@gmail.com

'e' Procurement Notice No- MND-02/2026-27

- | | | | |
|----|------------------------|---|--|
| 1. | Nature of Work | : | Works in River embankments & Canals |
| 2. | Total No. of Works | : | 12 (Twelve) Nos |
| 3. | Tender Cost | : | Rs.50.00 Lakh to Rs.85.00 Lakh |
| 4. | Class of Contractor | : | "B" Class |
| 5. | Period of completion | : | 4 (Four) months |
| 6. | EMD required | : | As mentioned in DTCN |
| 7. | On-line bidding period | : | 10.00 Hrs of 04.08.2026 to 17.30 Hrs of 18.08.2026 |
| 8. | Date and time of | : | 19.08.2026 at 11.30 Hours |

Opening of Technical Bid

Further details can be seen from the Govt. web site <https://tendersodisha.gov.in>
All corrigendum/cancellation of tender if any will only be uploaded in the above web site.

Jagatpur

Superintending Engineer
Mahanadi North Division-I

SECTION – 1

DETAILED TENDER CALL NOTICE



GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES
Office of the Superintending Engineer,
Mahanadi North Division-I, Jagatpur, Cuttack- 754021
E-mail ID exengr.mnd@gmail.com
Invitation of Tenders
Bid Identification No. MND- 02/2026-27

The Superintending Engineer, Mahanadi North Division-I, Jagatpur, Cuttack on behalf of Hon'ble Governor of Odisha invites On-line **percentage rate** tenders through e-procurement for execution of works. The bids should be submitted by eligible class of contractors through On-line in the Govt. website www.tendersodisha.gov.in. The bidders should have necessary portal enrolment (with own digital signature certificate). The registered bidders outside of Odisha State can also participate in this on-line tender process after necessary portal enrolment but shall have to subsequently undergo registration with appropriate authority of the State Govt. within a month of acceptance of the bid.

SI No	Name of work	Bid Identification No	Cost of work (in Lakhs)	EMD (in Rs.) through online payment	Period of completion (in month)	Class of contract or	Paper cost (in Rs.)
1	Construction of Spur at RD 11.700 Km on Nuna Karandia right embankment near village Artamul for the year 2026-27	<u>MND-02</u> 2026-27 (SI-1)	83.60	83,700	4 (Four)	B	10,000
2	Improvement to service road on Karandia Left Embankment RD 0.450 Km to 2.450 Km near Sisua Jena Sahi for the year 2026-27	<u>MND-02</u> 2026-27 (SI-2)	84.17	84,200	4 (Four)	B	10,000
3	Construction of Spur at RD 31.385 Km on Nuna Karandia right embankment near village Balikuda for the year 2026-27	<u>MND-02</u> 2026-27 (SI-3)	83.54	83600	4 (Four)	B	10,000
4	Restoration to scoured bank on Mahanadi left near Kandarpur for the year 2026-27	<u>MND-02</u> 2026-27 (SI-4)	81.55	81600	4 (Four)	B	10,000
5	Slope protection of Bada Genguti left from Bidyadharpur sluice to Baisimouza Ghat for the year 2026-27	<u>MND-02</u> 2026-27 (SI-5)	81.91	82000	4 (Four)	B	10,000
6	Improvement to service road of Gopei Minor from RD 300m to RD 2030m for the year 2026-27	<u>MND-02</u> 2026-27 (SI-6)	64.22	64300	4 (Four)	B	10,000
7	Improvement to Left Bank service road in between RD 95 m to 410 m, RD 1000 m to 1350 m & RD 1700 m to 2700 m of Odisha Bindha Minor for	<u>MND-02</u> 2026-27 (SI-7)	85.15	85200	4 (Four)	B	10,000

	the year 2026-27						
--	------------------	--	--	--	--	--	--

SI No	Name of work	Bid Identification No	Cost of work (in Lakhs)	EMD (in Rs.) through online payment	Period of completion (in month)	Class of contract or	Paper cost (in Rs.)
8	Improvement to Chitrotpala left embankment from Benirampur Narayani temple to Narendrapur H.L Bridge for the year 2026-27	<u>MND-02</u> 2026-27 (SI-8)	65.39	65400	4 (Four)	B	10,000
9	Restoration to Mahandi Left Embankment near village Brahmapura from RD 1350 m to 1830 m for the year 2026-27	<u>MND-02</u> 2026-27 (SI-9)	59.54	59600	4 (Four)	B	10,000
10	Improvement to Sana Genguti left embankment near village Sakuntalapur for the year 2026-27	<u>MND-02</u> 2026-27 (SI-10)	62.63	62700	4 (Four)	B	10,000
11	Improvement to the service road of Kantapri Minor from RD 250 m to RD 800 m and 3 Nos. of canal crossing in Bhoipada Minor and Kantapari Minor for the year 2026-27	<u>MND-02</u> 2026-27 (SI-11)	63.87	63900	4 (Four)	B	10,000
12	Improvement to service road on Chitrotpala left embankment from RD 35.560 Km to RD 36.060 Km near village Pundalo for the year 2026-27	<u>MND-02</u> 2026-27 (SI-12)	56.03	56100	4 (Four)	B	10,000

1. Bid document consisting of qualification, information, eligibility criteria of bidders and tender schedule of the works are available in web-site www.tendersodisha.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 availability and receipt of bid documents online.
2. The tenders will be available online for bidding **from 10.00 Hrs of 04.08.2026 to 17.30 Hrs of 18.08.2026** in the website www.tendersodisha.gov.in. The Technical bids will be opened online **at 11.30 Hours of 19.08.2026**.
3. The bidders shall transfer the required amount of E.M.D/ Bid security and cost of bid documents as mentioned for the specified work in col. 5 & 8 respectively of the table above by online through a process as mentioned in the 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. Exemption of EMD to the Engineer Contractor will be allowed for a maximum of three (3) 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 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.**

6. The original affidavit should be retained by the bidder. The bidder has to furnish the original documents to the Superintending Engineer, Mahanadi North Division-I, Jagatpur as and when required for verification of tender. The successful bidder has to submit the original affidavit to the Superintending Engineer, Mahanadi North Division-I, Jagatpur before drawl of agreement.

7. 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.
8. The applicable Additional performance security (APS) in shape of **N.S.C./ Post Office Savings Bank Account/ Post Office Time Deposit Account/ Kisan Vikas Patra/ Bank Guarantee** in favour of the Divisional Officer from any Nationalized Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar/ **e- Bank Guarantee executed on the National e- Governance Services Limited (NeSL) Digital Document Execution Portal** within seven days of issue of Letter of Acceptance (LoA) by the Divisional Officer by (e-mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the Earnest money Deposit / Bid security deposit shall be forfeited. Further proceeding for blacklisting shall be initiated against the bidder. (As per Works Department office Memorandum No.14459/W dated 20.09.2018) & 1499/W dated 01.02.2023.
9. The Schedule Caste / Schedule Tribe Contractors desirous to avail the facility of preference as per Govt. rule should have to submit the original affidavit for availing such preference, failing which no preference will be given.
10. Bid validity period of the tender is for a period of 90 days from the date of opening of Bid. Conditional bid is subject to forfeiture of EMD. If any bidder withdraws his bid/tender before the said period or makes any modification in the terms and condition of the bid, the E.M.D deposited at the time of submission of bid/tender shall stand forfeited.
11. 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.
12. The contractors are required to pay the Royalty, DMF, EMF & additional charges of minor minerals as fixed by the Govt. and amended if any from time to time.
13. Other details and conditions can be seen in the bidding documents, which is available in web-site www.tendersorissa.gov.in.
14. **The MSME registered contractors are required to deposit the EMD while tendering for any work. Without EMD their bid will be treated as INVALID.**
15. The authority reserves the right to reject any or all the tenders without assigning any reasons thereof.

Superintending Engineer
Mahanadi North Division-I
Jagatpur

**SUPERINTENDING ENGINEER,
MAHANADI NORTH DIVISION-I, JAGATPUR**

DETAILED TENDER CALL NOTICE

The Superintending Engineer, Mahanadi North Division-I, Jagatpur on behalf of Hon'ble Governor of Odisha invites **online percentage rate** tender in the prescribed form to be eventually drawn in P.W.D. form P1 from **" B "** Class 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://tendersorissa.gov.in> for the work **"Improvement to service road of Gopei Minor from RD 300m to RD 2030m for the year 2026-27"**

- 1.
2. The tender documents can be downloaded from the website identified as <http://tendersodisha.gov.in> **from 10.00 Hrs of 04.08.2026 to 17.30 Hrs of 18.08.2026**. The bidder for participation in on line bidding will have to pay **Rs 10,000/-(Rupees Ten Thousand)** only for each set through on-line payment gate way of designated bank. The Bid will be received through e-procurement portal **from 10.00 Hrs of 04.08.2026 to 17.30 Hrs of 18.08.2026**. Each set of bid document contains technical bid (Cover-I) and an intelligent bill of quantity in MS Excel format (Cover-II). **The Cover-I will be opened on 19.08.2026 in the office of Superintending Engineer, Mahanadi North Division-I, Jagatpur** in presence of the tenderer or their authorized agents. Cover-II will be opened after evaluation of technical bids. 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.
3. The value of the work tendered for is **Rs. 64.22 Lakhs**
4. The bidders shall prepare the documents and upload the scanned typed document in PDF format and BOQ in excel format (or as specified in the portal) in appropriate place.
5. No tenderer will be permitted to furnish their tender in their own manuscript.
6. a) The bidders shall transfer the required amount towards cost of bid documents as mentioned for the specified work in col. 8 of the table above by online process i.e. through payment gate way of designated bank by following the procedure of bid submission of electronic payment.
b) **EMD @ 1% (i.e) Rs 64,300/-**
The EMD will be exempted in favour of Orissa Bridge Construction Corporation & Orissa Construction Corporation, Limited.
7. (a) 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.
 - (b) Adjustment of earnest money given with other tenders previously and submitted in other tenders shall not be entertained.
 - (c) **Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption.**
8. The work is to be completed in all respect within **4 (Four)** calendar months from the date of issue of work order.
 9. The plans specifications and scope for the work can be seen in the office of the **Superintending Engineer, Mahanadi North Division-I, Jagatpur** during any working days.
 10. The tenderers shall carefully study the tentative drawings and specifications applicable to the contract and all documents which form part of the agreement to be entered into by the accepted tenderer and detailed specifications for Odisha and other relevant specifications and drawings which are available with the tender document or with the **Superintending Engineer, Mahanadi North Division-I, Jagatpur**.
Complaint at a future date that plans and specifications have not been seen by the tenderers can not be entertained.
 11. 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.
 12. Every tenderer is expected before quoting his percentage 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 tenderer will be deemed to have satisfied himself that the percentage rates quoted by him in the tender will be adequate to complete the work according to the specifications and conditions attached to and that he has taken 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.
 13. **The bidder must upload the valid R.C, valid GSTIN, PAN, Affidavit, undertaking regarding No-relationship certificate & EMD, which are mandatory.**
 14. 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 or schedule of rates or percentage basis will not be considered.
 15. If any further necessary information is required the bidder can seek clarification on the bids within **10.08.2026 upto 17.30 hours** from the start of sale of bid document. The employer response for the queries raised by the bidder will be posted in the portal.
 16. All rates should be for finished percentage rate of work over the estimated cost unless otherwise mentioned in the tender schedule.
 17. An intelligent BOQ in MS Excel format shall be made available to the bidder through e-procurement portal. The bidder shall download that particular excel sheet and fill in the percentage rates at the appropriate locations. The bidder is not supposed to change or modify the format of the excel sheet

in any form. Bidders are to submit only the original BOQ updated by publisher after entering the relevant fields without any alteration/deletion/modification. In the percentage rate tender the bidder quoting zero value is valid and will be taken as schedule of rates.

18. The bidder shall submit the documents in the designated locations of technical bid (Cover-I) and Financial bid (Cover-II). ***The 1st cover i.e. Cover-I (Technical bid) should contain GSTIN, PAN, Contractor's R.C, Affidavit, EMD & Undertaking declaring no relationship with Department officials & any other documents as per SBD/DTCN in PDF format similarly, the 2nd cover i.e. Cover-II (Financial bid) should contain bill of quantities (BOQ) (in xls format, Special conditions in conformity with DTCN, if any in pdf format.*** Submission of bid documents shall be effected by using DSC of appropriate class and thus shall be in encrypted form. 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. Bidders desirous to hire machineries or equipments from out side the State are required to furnish 2% (Two percent) of the amount put to tender as bid security. Tender not accompanied with EMD as specified above shall be liable for rejection.
20. The tenderer may at his option quote reasonable rate so that the rate should neither be unworkably low nor too high.
21. All taxes, fees, royalties payable under the local rule including GST, Income taxes & Surcharges as applicable, Octroi tax, Entry tax etc. will be borne by the contractor as admissible. It is implied that the quoted rates are inclusive of such elements.
22. Labour Welfare Cess @ 1% will be deducted from the work bill of the contractor as per resolution No. 12653 dt. 15.12.2008 of Labour & Employment Department, Government of Odisha.
23. Request for raising and lowering the rates or dealing with any point in connection with the tender will not be considered.
24. Conditional tenders will not be taken in to consideration.
25. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
26. It is allowed to modify the bid through the e-procurement portal. The bidder shall have to log in the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and latest bid only will be admitted. But the bidder should avoid modification of the bid at the last moment to avoid system failure or malfunction of the internet or traffic jam. If the bidder fails to submit his modified bids within the designated time of receipt, the bids already in the system shall be taken for evaluation.
27. Withdrawal of bid is also allowed in the e-procurement portal. The bidder has to click on the "withdraw" button and record the necessary justification for the same in the space provided. In addition to this he has to write a letter addressed to officer inviting the bid and upload the scanned document from portal in respective bid. The system shall not allow any withdrawal after expire of the closure of the bid.
28. The e-procurement portal system shall reject submission of any bid through portal after closure of the receipt time. For all purpose the portal time displayed in the system shall be the time to be followed by the bidder.
29. All tenders received will remain valid for 90 days from the date of opening of tenders and validity of tenders can also be extended if required without any monetary compensation.

30. **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 of an Assistant Engineer and above in the State P.W.D. or Under Secretary and above in the Water Resources 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 or damage resulting from such cancellation.

31. While determining the validity of tenders the following points shall be taken in to consideration by the authority empowered to accept tenders and his decision in the matter shall be final.
- (a) Any special condition which does not find place in the tender notice and which are not acceptable.
 - (b) Indefinite conditions which will make it difficult for access to the financial implications.
 - (c) Tenders being incomplete in some important respects.
 - (d) Incomplete schedule of time for completion of the work.
 - (e) Failure to furnish the specified bid security.
 - (f) Tendered rates being unduly low and unworkable.
 - (g) Rates in different items of a tender being irrational.
32. The Department reserves the right of authority to reject any or all tenders received without assigning any reason whatsoever.
33. The tender may not (at the discretion of the competent authority) be considered unless accompanied by attested true copies of Registration of Firms/S.S.I. unit/ EPM rate contract holder certificate, PAN Card, GSTIN as the case may be and the original certificates are to be produced if required in any subsequent date during processing of tender. Attested true copy of work done certificate is to be furnished alongwith the tender obtaining from the Superintending Engineer concerned.
34. The earnest money will be retained in the case of successful tenderer and will be dealt with as per the terms and condition of O.P.W.D. code. The earnest money of the unsuccessful tenderer except the three lowest tenderer should be refunded on application. The EMD given by the other two parties except one whose tender is accepted should also be refunded within 15 days of acceptance of tender and drawal of agreement.
35. The EMD will be forfeited in any of the following cases.
- a) If the bidder withdraws the bid after bid opening during the period of bid validity.
 - b) If the bidder does not accept the correction of the bid price.
 - c) In the case of a successful bidder if the bidder fails within the specified time limit to
 - (i) Sign the agreement or
 - (ii) Furnish the required performance security.
 - d) If any of the statements, documents, certificate uploaded by the bidder through e- procurement portal, is found to be false / fabricated / bogus; the bidder will be black listed and his EMD / Bid Security forfeited.
36. The tenderer whose tender is selected for acceptance shall within a period of seven days upon intimation being given to him of acceptance of his tender make an initial security deposit in the form of NSC, postal time deposit, Post Office Bank Account / Deposit Receipt of Schedule Bank, Kisan Vikas Patra and in no other form including the amount already deposited as earnest money shall be 2% of the value of the accepted 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, Mahanadi North Division-I, Jagatpur.**

The security deposit together with the earnest money, Initial Security money and the amount withheld according to the provision of P-1 agreement shall be retained as Security for the due

fulfillment of this contract. Failure to enter into the required agreement and to make the security deposit as above shall entail forfeiture of the earnest money. The written agreement to be entered into between the contractor and the Govt. shall be the foundation of the rights of both the contractor and the Govt. and the contract shall be deemed to be incomplete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter into the contract on behalf of the Govt.

The security will be refunded after **one year** on completion of the work in all respect provided the final bill is passed and will not carry any interest. Any defect noticed during the period of one year after the actual date of completion shall be rectified by the contractor at his own cost. Failure to comply such rectification the cost involved to carry out the defective work shall be met from his dues available with Department. (Ref. works Deptt order No. 17823/WE dt. 11.10.2006. The e-procurement portal system shall generate the award of the contract letter and intimate the bidder in his e-mail after acceptance of the tender.

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

- h) **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.
- i) **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.
- j) **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.
- k) 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.
- l) The additional performance security shall be treated as part of the performance security.

The applicable Additional performance security (APS) in shape of Term Deposit Receipt pledged / Bank Guarantee in favour of the Superintending Engineer, Mahanadi North Division-I, Jagatpur 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) by the Divisional Officer by (e-mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the Earnest money Deposit / Bid security deposit shall be forfeited. Further proceeding for blacklisting shall be initiated against the bidder. (As per Works Department office Memorandum No.14459/W dated 20.09.2018).

- 37. Before acceptance of tender, the successful bidder will be required to submit a work programme and milestone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on the part of the agency to achieve the milestone liquidated damage will be imposed.
- 38. The contractor shall sign as a token of final acceptance of the plans, sections and agreements for the work prior to take up the work for execution.
- 39. The date of commencement of work shall be as notified in work order.

40. On signing the agreement the site will be handed over to the contractor for execution and completion of works in all respect.
41. On no account, the contract work should be sublet to any body without the prior approval of the Tender accepting authority of the Department. In such an event the contract may be rescinded.
42. The authority reserves the right to make such increase or decrease in quantity of items of works mentioned in the scheduled attached to the tender notice as may be considered necessary for the satisfactory completion of the contract work. All such increase or decrease shall in no way invalidate/vitiate the contract rates. The contractor shall not be entitled for any compensation on this account, except grant of extension of time where considered necessary.
43. The work may be splitted up and distributed among several contractors if considered necessary on the exigency of the circumstances of the work and the contractor is not entitled to any compensation on this account.
44. That for the purpose of jurisdiction in the event of any dispute if any, the contract would be deemed to have been entered into within the State of Odisha and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any place outside the State of Odisha.
45. Under section 12 of contract labour (Regulation and Abolition Act 1970) the contractor who undertakes execution of work through labour, should produce valid license from licensing authority of labour department (labour license) to start the work.
46. The contractor shall be liable to fully indemnify the Department of any compensation under workmen compensation Act VII of 1993 on account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor. In the event of any claim sub-judice before any court of law, the claim amount shall be kept withheld till final disposal.
47. Contractor is required to abide by the fair wages clauses as introduced by Govt. of Odisha and will not pay less than the Fair wages fixed by Govt. to the labourers engaged by him for the work.
48. In case of any complaint by the labourer about the non payment of his wages as per latest minimum wages Act., the Superintending Engineer will have the right to investigate and if the contractor is found to be in at fault, Superintending Engineer may recover such amount due in any form from the contractor and pay such amount to the labourer directly under intimation to the local labour office of the Govt. The decision of the Superintending Engineer is final and binding on the contractor.
49. The contractor will have to submit monthly return of labour both skilled and unskilled employed by him on the work to the **Superintending Engineer, Mahanadi North Division-I, Jagatpur,**.
50. The contractor should keep himself in touch with the Engineer-in-charge for smooth execution of the work and arrange adequate labour depending on the workload and working space available. No claim for detention for labour on any account will be entertained.
51. No compensation will be paid by the Department for any damage done by rain, flood, cyclone & earthquake tide or by any other natural calamities during the execution of the work.
52. It should be understood clearly that no claim whatsoever will be entertained in regard to extra items of work or extra quantity of any item besides estimated amount, unless written order is obtained from the Engineer-in-charge and rates settled before the extra items of work or extra quantity of any item of work is taken up.
53. The tenderer shall have to abide by the C.P.W.D. safety code rules introduced by the Govt. of India, Ministry of Works, Housing and Supply in their standing order No.44150 dated 25.1.1957.
54. The tenderer shall bear various incidentals, sundries and contingencies necessitated by the work in full within the following or similar category.
 - (a) Rent, royalties and other charges of materials, octroi duty, entry tax & all other taxes including GST, ferry tolls, conveyance charges and other cost on account of land and buildings including temporary building and temporary electric connection to work site as well as construction of coffer dam, construction of service road, diversion road and its maintenance till completion of work required by the tenderer for collection of materials, storage housing of staff other purpose of the work. No tenderer will however be liable to pay for temporary occupation of land owned by Govt. at the site of the work.

- (b) Labour camps or hutments including conservancy and sanitation arrangements upto the satisfaction of the local health authorities should be arranged by the contractor.
 - (c) Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
 - (d) Fees and duties levied by the municipal canal or water supply authorities.
 - (e) Suitable equipment and wearing apparatus for the labour engaged in risky operations and medical aid to the 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.
55. In case of delay in acquisition of land handling over possession of work site no compensation will be admissible but extension of time will be allowed if applied in prescribed format within due time to keep the contract in force.
56. The department will have the right to supply at any time in the interest of the work and departmental material to be used in the work and the contractor shall use such materials at the stock issue rate fixed by the Department by adding + 10 percentage in a particular item of work or market rate whichever is higher.
57. If a contractor removes any Govt. material or stores supplied to him from the site of the work in contravention of the provision of this clause with a view to dispose of the same dishonestly, he shall be in addition to any other liability civil or criminal arising out of this contract be liable to pay penalty equivalent to (5) five times of the price of the materials cost. The penalty so imposed shall be recoverable at any time from the sum that may be due then or at any time thereafter become due to the contractor or from his security deposit or from his other available dues with the Department.
58. Over and above these conditions including the Technical specifications the terms, conditions, rules and regulations and specifications laid down in I.S.I. code are also binding on the part of the contractor.
59. Deduction of income tax at source and surcharge on income tax will be made from each running account bill for the work at the rate as per Income Tax Act and as amended from time to time. (Present rate 2% + surcharge)
60. (a) The rates quoted by the contractor shall be deemed to be exclusive of GST on all the materials that he will have to purchase for performance of this contract.
- (b) The rates quoted by the contractor in the tender for works shall exclude GST that may be levied on turnover on works contract according to the Laws and Regulations as applicable from time to time.
- (c) Deduction of GST at source will be made from each running account bill for the work at the rate of 2% prescribed in the GST Act or as amended from time to time
- (d) 1% (One percent) of the gross amount of the bill will be deducted from the contractor bill towards labour cess as per Odisha building and other construction workers (RE & CS) rules 2002 and Amendment during 2008 and as amended by Govt. from time to time.
61. 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.
62. Schedule of quantity accompanies the tender notice: It shall be definitely understood that the Government do not accept any responsibility for the correctness and completeness of this schedule and this schedule is liable for alternations or omissions, deductions or additions as set forth in the condition of contract and such omissions, deductions, additions or alternations shall in no way invalidate/ vitiate the contract and no extra monetary compensation will be entertained.
63. 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 Office of the **Superintending Engineer, Quality**

Control Division, Cuttack before the procurement for testing and acceptance. The transportation & testing charges of construction materials will be borne by the contractor.

64. 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.
65. All preliminary works such as vats, mixing platforms etc are to be done by the contractor at his own cost. No payment will be made for benchmarks, level pillars, profiles, benching and leveling the ground where required. The rates to be quoted should be for finished items of works inclusive of such incidental items of works.
66. 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.
67. The contractor is to supply necessary labour and materials for the purpose of alignment lying recording of levels whenever required at his own cost.
68. The contractor should arrange necessary tools and plants such as Pump, Trucks, Tippers, Vibrator, Concrete mixture, Water tanker, 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.
69. In the event of delay in supply of design reasonable extension of time shall be granted on the application of the contractor. But no claim for monetary compensation will be entertained under any circumstances.
70. Under no circumstances, interest is chargeable for the dues or any additional dues, if any payable for the work.
71. **An affidavit from a Notary shall** be furnished by the contractor at the time of submission of tender paper about the authenticity of tender documents including bid security. The scanned copy of the affidavit is to be uploaded through the e-procurement portal along with the tender documents.
72. **Prediction of flood/monsoon 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.
73. The debris, sand and other materials, accumulated in the work area during flood shall be removed by the contractor as required for continuing the work at his own cost. By any chance, if any excavated portion that could not be filled up with concrete by the contractor, gets filled up during the monsoon period with earth such removal will not be paid again. The contractor will have to re-excavate the same at his own cost.
74. It shall be distinctly understood that it is entirely the responsibility of the contractor to make such arrangements may be required from time to time to protect the men, machinery, materials and the work under progress and work for which the measurements were recorded and payment made, against any damages either during working season or during the flood. The department accepts no liability, what so ever for any damage or loss of men, materials, machinery and type of hindrance caused to the progress of work.
75. The contractor should provide at his own cost adequate protection measures to the completed works at the end of working season or work in progress against such eventuality till completion and handing over the entire work to the Department.
76. Dewatering from the foundation of structures when and where necessary during execution will have to be done by the contractor and no extra payment will be made on that account. The rate of respective items of work is inclusive of the dewatering.
The term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation water.

77. 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.
78. Incase of discrepancy revealed between P-1 form and Detailed Tender Call Notice, condition in P-1 form shall prevail over the Detailed Tender Call Notice.
79. No claim for idle labour etc. on any account will be entertained by the Department.
80. The clause of printed form of P-1 contract with latest addition/ deletion/ corrections/ substitution etc. will also be binding.
81. Definitions
In the contract (as hereinafter defined) the following words and expressions will have the meanings here by assigned to them.
 - a) Approved / Approval – Means approved in writing.
 - b) Construction Plant – Means all equipments, appliances or things of whatsoever nature required for the execution, or completion, maintenance of the works or temporary works but does not include materials or other things intended to form or forming part of the permanent work.
 - c) Contract – means the instruction and information for tenderers General and Special conditions of the contract, Technical Specification, drawings, tender (including the schedule of quantities and tender prices) the formal agreement and all agenda and attachment related to the above.
 - d) Contractor – means the particular person, firm or corporation with whom the contract has been made for executing the work.
 - e) Drawing – Means the drawings referred to in the specifications, any modifications of such drawings approved in writing by the **Superintending Engineer, Mahanadi North Division-I, Jagatpur** and such other drawings as may from time to time be furnished or approved in writing by the Engineer-in-Charge.
 - f) Engineer-in-Charge–Means the Superintending Engineer, in-charge of the work specified or parts of the works under the contract, or such other departmental assistants or sub-ordinates to whom the Superintending Engineer, in-charge may have delegated certain duties, acting separately within the scope of particular duties entrusted to them.
 - g) Government – Means Government of Odisha, Department of Water Resources.
 - h) I.S.S. / B.I.S – Means Indian Standard Specifications / Bureau of Indian Standard.
 - i) Temporary Works – Means all temporary works of every kind required for the performance of the contract.
 - j) Specification – Whenever the terms “Specification” is used, apart from a specified standard specification, it shall mean the specification or plan prepared for a particular site as instructed to the contractor in executing that item of work.
82. 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.
83. THE CONTRACTOR HAS TO MENTION PERCENTAGE EXCESS OR LESS OVER THE ESTIMATED COST (IN FIGURE AND WORDS)
84. In percentage rate of tender, only percentage quoted shall be considered. Percentage quoted by the contractor shall be accurately filled in figures & words, so that there is no discrepancy. If any discrepancy is found in the percentage quoted in words and figures, then percentage quoted by the contractor in words shall be taken as correct. If excess / less is not mentioned, then the rate will be treated as percentage excess.
85. The contractor will write percentage excess or less upto two decimal point only if he writes the percentage excess or less more than two decimal point, the first two decimal point shall only be considered without rounding up.
86. L1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to black list the contractor. In that case, the L2 bidder, if fulfils, other required criteria would be called for drawing agreement for execution of work subject to the condition that L2 bidder negotiates at par with the rate quoted by the

L1 bidder otherwise the tender will be cancelled. In case a contractor is black listed, it will be widely published and intimated to all department of Government and also to Govt. of India agencies working in the state.

87. If more than one bid are found to be lowest, the tender accepting authority will finalize the tender through a transparent lottery system which **will be held in the O/O the Superintending Engineer, Mahanadi North Division-I, Jagatpur**, in presence of all bidders / their authorized representatives, the Superintending Engineer and DAO. **The date of lottery will be communicated later on.**
88. The successful lowest bidder will submit the original of all the scanned documents for verification by the Superintending Engineer, Mahanadi North Division-I, Jagatpur within 7 (Seven) days from the date of opening of the tender.
89. A bidder can submit only one tender paper for a particular work, Submission of more than one tender paper by a bidder for a particular tender will liable for rejection of all such tender papers as per Works Department Letter No.4985/W dated.28.03.07.
90. Bid document consisting of qualification, information and eligibility criteria of bidders, plans, specification and schedule of quantities of the works are available in web-site www.tendersodisha.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 sale and receipt of tender papers. Interested tenderers may obtain further information at the web-site www.tendersodisha.gov.in.
91. The bids for the works shall remain open for acceptance for a period of 90 days from the last date of receipt of bids. If any bidder / tenderers withdraws his bid / tender before the said period or makes any modification in the terms and condition of the bid, the EMD deposited at the time of submission of tender shall stand forfeited.
92. No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering department of the State Government is allowed to work as a contractor for a period of two years after his retirement from Government service, without Government permission.
93. Other details can be seen in the bidding documents, which is available in web-site www.tendersodisha.gov.in.
94. Authority reserves the right to reject any or all the tenders without assigning any reasons thereof.
95. 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 Work Department Memorandum No.16 dated 01.01.2015.

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 technical bid (cover-I) and price bid (Cover-II) 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 in the intelligent MS Excel sheet. The bidder is to scan his registration certificate, GSTIN, PAN Card, Affidavit, labour licence, No relation certificate and certificate issued by competent authorities required for full filling the minimum qualification criteria specified in the bid document for the work. The bidder is also required to scan the RC books and other papers relating to the machineries and other documents as specified in the bid document.

2. Method of submission of Tender Documents

- 2.1 The tenderer shall upload the scanned copy / copies of the documents and information as per requirement of the bid documents through the e-procurement portal. All documents and scanned copies are to be uploaded in the designated location of the technical bid (Cover-I) except the filled up bill of quantities in excel sheet. The filled up bill of quantities in Excel format will be uploaded in the designated location of price bid (Cover-II). The bidder is required to upload the required documents in appropriate location of Technical and Financial bid failing which the bid will be rejected. All the uploaded documents should be clear and legible. Before activating the submit button the clarity of the document may be ensured by taking out a sample copy. In the e-procurement tendering system the bidder is required only to submit the required information as per bid document instead of submitting the entire technical bid document. The "online" bidder shall digitally sign on all statements, documents, clarifications uploaded by him owning responsibility for their corrections / authenticity. If any of the information furnished by the bidder is found to be false / fabricated / bogus, the bidder will be black listed and his EMD / Bid Security forfeited.
- 2.2 The information required as per bid documents may be provided in the specified format annexed to the bid document.
- 2.3 If the intending tenderer is an individual, the documents shall be digitally signed by the individual while uploading the tender through e-procurement portal.
- 2.4 If the intending tender is a proprietary firm it shall be digitally signed by the proprietor while uploading the tender through e-procurement portal.
- 2.6 If the intending tenderer is a firm in partnership it shall be digitally signed by a partner holding the power of attorney for the firm in partnership in which case a certified copy of power of attorney shall accompany in the technical bid documents.
- 2.7 If the intending tenderer is a limited company or Corporation, it shall be digitally signed by a duly authorized person holding the power of attorney in which case certified copy of power of attorney shall accompany.
- 2.8 All witnesses and sureties shall be persons of status and probity and their full names, occupation and address shall be stated below in the appropriate place.
- 2.9 Provision of payment of escalation as per details given in Clause-31 (a) of Condition of Contract shall not be applicable depending on the period of execution.
- 2.10 The agency will install display board mentioning information about the work at worksite after drawl of the agreement at his own cost.

3. Opening of Tender Documents.

The technical bids (Cover-I) will be opened on **19.08.2026 at 11.30 A.M** in the office of the **Superintending Engineer, Mahanadi North Division-I, Jagatpur** in the presence of tenderers or their authorized representative, who wish to be present.

4. Minimum Qualifying Criteria

- A. **Not required as per Govt. of Odisha, DOWR Letter No.25643/WR dated 03.11.2016. (Ref-Page No.165 to 170 of Section-9)**
 - B. **The bidder must upload the valid R.C, Valid GSTIN and 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 tenders without assigning any reasons and its decision shall be final.
6. **Further Clarification**
The Superintending Engineer, Mahanadi North Division-I, Jagatpur and the Asst. Executive Engineer, Nageshpur Irrigation Sub-Division, Narendrapur may be contacted during office hours on any working days for any further clarification. The bidder can also seek clarification through the portal **upto 17.30 hours of 10.08.2026** from start of sale of bid documents. The officer inviting the tender will respond for the queries raised by the bidder through the same portal.
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 before procurement for the work for testing by **Quality Assurance Division, Jagatpur** at his own cost. If found unsuitable the same may be rejected.
9. **Trial Boring :** The foundation level as indicated in the body of the departmental drawing is purely tentative and for the general guidance only. The Department have no responsibility for the suitability of actual strata at the foundation level. The contractor has to conduct his own boring before starting the work and get the samples tested at his own cost to ascertain the S.B.C. and credibility of the strata at founding level. While quoting his rates for tender the contractor shall take in to account of the above aspects.
10. 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.
11. 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 his book by the PWD Officer-in-Charge with their dated signatures and duly noted by the contractor or his authorized agents with their dated signature. Orders entered in his book and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the Department. The order book shall be the property of the 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.
12. The tender should conduct three bores at each pier and SBC of soil at foundation level and abutments location and furnish the test results in conformity with IRC code at his own cost before execution of the work and rates quoted by the contractor should be inclusive of such bores and SBC tests etc without any extra cost to the Department.

SECTION – 3
GENERAL RULES & DIRECTIONS

ODISHA PUBLIC WORKS DEPARTMENT

(FORM P-1)

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

GENERAL RULES & DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. The work proposed for execution by contract will be notified in a form of invitation to tender posted through Govt. website www.tendersodisha.gov.in
This notice will state the work to be carried out, the items and approximate quantities thereof as well as the date for submitting and opening tenders also the amount of earnest money to be deposited and the amount of the security deposit by the successful tenderer and the percentage if any to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the submission of tender signed for the purpose of identification by the Sub-divisional Officer/Superintending Engineer shall also be open for inspection by the contractor at the office of the Sub-Divisional Officer/Superintending Engineer during office hours.
2. In the event of the tender being submitted by a firm it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so.
3. Receipts for payment made on accounts of works, when executed by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
4. The memorandum of work tendered for and the memorandum of materials to be supplied by the Public Works Departments and their issue rates shall be filled in and completed in the office of the Sub-Divisional Officer/Superintending Engineer before the tender form is issued if a form is issued to an intending tender without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.
5. The bidders have to upload the Bid Security declaration in the prescribed format as given in Annexure-B of Section-6 of the Bid Document as per O.M No- 8943 dated 18.03.2021 of the Finance department, Govt. of Odisha. The bids without "Bid Security Declaration" will summarily be rejected.
6. Any person who submits a tender shall fill up the usual printed form stating at what rate he is willing to undertake each item of the work. Incomplete tender and tender rate he willing to undertake each item of the work specified in the said form of invitation to tender or which they contain any other conditions of any sort, or omit to note the time within which the work can be finished or which are not accompanied by a treasury Challan for the required earnest money will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more work shall submit a separate tender for each tender. Tender shall bear the name of the work to which they refer written outside the envelope, cash deposited for earnest money therein before mentioned shall be made in Government treasuries and the Challan thereof should be enclosed with the tender.
7. The Engineer-in-charge or his duly authorized assistant will open the tenders in the presence of any intending contractors who may be present at the time and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of tender being rejected the

Challan for the earnest money forwarded therewith shall thereupon be returned to the tenderer by a pay order for the amount of the earnest money.

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

If the Engineer is not competent to accept the tender himself, he will inform the tenderer of the tender which he decides to recommended for acceptance, such tenderer 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 with in the prescribed time. The tender with the specification and other documents signed by the tenderer will then be forwarded for acceptance to the Engineer who is competent to accept the same. If the said Engineer rejects the tender the security money deposited shall be refunded to the tenderer.

10. When a tender is selected for acceptance, the tenderer shall deposit the required amount of the security money in cash in any treasury and shall forward the Challan to the Superintending Engineer. Government securities may be endorsed to the Superintending Engineer in lieu of cash deposit of the required amount of the security money No tender shall be finally accepted until the required amount of the security money has been deposited.
11. The amount of security money to be deposited by the tenderer whose tender is selected for acceptance shall be 2 (two) percent 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 by the tenderer within such time as may be notified to him in writing by the officer opening the tender, failing which tender shall be liable to rejection.

Any balance of the security money outstanding after completion of the contract with the tenderer may be made up by deduction of 5% of the amount of each payment to be made to him under clause 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 shall scrutinize the pages of the form of item, Rate Tendered and Contract for works to see that the form has been properly filled up and signed by the contractor and the signature witnessed. He shall then, if he is competent to accept the tender, sign the acceptance of the tenders or if he is not so competent to, shall send the form for signature of the acceptance to the officer competent to accept it.
13. All tenderers are required to submit a list of works, which are in hand at the time of submitting their tenders. The list of works are required to be submitted in the proforma by the Superintending Engineer under whom he has executed the work in order to judge their past performance (vide Works Department Circular No. 15443 dt. 01.08.2005.)

14. The earnest money deposited is liable to be forfeited to Govt. if the tenderer backs out from the offer before acceptance of the tender by the competent authority.
15. T.D.S (Tax Deducted at Source) towards VAT will be deducted at the rate prescribed in the Odisha Value Added Tax (Amendment) ordinance 2012 & 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 under written memorandum at the rates specified therein in a period of **4 (Four)** calendar months from the date of written order to commence and in accordance in all respects with the specifications designs and other documents referred to in rule. I undertake to abide by 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	:	Improvement to service road of Gopei Minor from RD 300m to RD 2030m for the year 2026-27
	(b)	Estimated Cost (Bill of Quantity)	:	Rs. 64,21,669.00
	(c)	E.M.D	:	Rs. 64,300.00
d) This deposit will be 2 percent of the estimated cost of the work.	(d)	Initial security deposited (including earnest money) to be deposited before the commencement of the work.	:	
e) This percentage from bills will be credited to the contractor's security	(e)	Additional Performance security	:	
	(f)	Percentage to be deducted from bill as security deposit	:	
	(g)	Time required for the work from date of written order	:	4 (Four) Calendar Months
	(h)	Date of written order to commence	:	
	(i)	Total number of items tendered for	:	13 (Thirteen) item/s only

Signature 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 of2026

Signature of
witness to one
tenderer'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 of2026

**Superintending Engineer,
Mahanadi North Division**

Agreement No.....P-1 Certified that this agreement containsPages only
(Schedule XLV-Form No.-61)

**Superintending Engineer,
Mahanadi North Division**

SECTION – 4
CONDITION OF CONTRACT

CONDITION OF CONTRACT

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

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

The work should not be considered finished until such date as the S.E. shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by S.E. or his authorized agents are fully complied with by the contractor to the S.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 tendered himself liable to pay compensation amounting to the whole of his security deposit in the hands of Govt. (whether paid

Action when whole security deposit is forfeited

in one sum 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 Government.

- (i) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Superintending Engineer shall be conclusive evidence) 20% of the value of left over work will be realized from the contractor as penalty.
- (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 cost and price certificate of the Superintending Engineer shall be final and conclusive against the contractor) and crediting him with the value of work done, in all respects in the same manner and at the same rates as if it had been carried out by contractor under the terms of his contract, the certificate of the Superintending Engineer as to the value of the work done shall be final and conclusive against the contractor
- (iii) To measure up the work of the contractor, and to take such part of the work of the contract as shall be unexecuted 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 sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Superintending Engineer shall be final and conclusive) shall be borne and paid by the original contractor may be deducted from any money due to him by Govt. under the contract or otherwise or from his security deposit or the proceeds of sale thereof or a sufficient part thereof.

In the 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 thereto 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 payable in-respect thereof and he shall only be entitled to be paid the value so certified.

- (iv) Security deposit of contractor for each work will be refunded only **one year** after the date of completion of 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 become exercisable and the same shall not be exercised the non exercise thereof shall not constitute a waiver of the conditions here of and such powers shall notwithstanding be exercisable in the event of any failure cases if defaults by the contractor of which by any clause or clauses thereof he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future

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

compensation shall remain unaffected in the event of the Superintending Engineer putting in force the powers vested in him under the preceeding clause he may if he so desire, take possession of all or any tools, plants, materials & stores, in or upon the works or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or all wing for the same in the account at the contract, rates, or in case of these not being applicable ; at current

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

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

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

Extension of time

Clause – 5 On completion of the work, the contractor shall be furnished with a certificate by the Superintending Engineer (here-in-after called the Engineer-in-charge) of such completion, but no such certificate be given, nor shall the work be considered to be complete until the contractor shall have removed from the area of premises (to be distinctly marked by the Superintending Engineer in the site plan) on which the work shall be executed, all scaffolding surplus materials and rubbish and cleaned off the dirt from all wood work doors, windows, walls, floors or other parts of any building in upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof nor until the work shall have been measured by the officer of the PWD in accordance with the rules of the department whose measurements shall be binding and conclusive against the contractor the contractor shall fail to comply with the requirements of this clause as removal of scaffolding surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge may at the expenses of the contractor, remove such scaffolding surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forth with pay the amount of all expenses

Final Certificate

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

Sub clause – 5 “If in the opinion of the Engineer-in-charge which shall be final and binding on the contractor occupation or utilization of a portion of the work completed in no way interferers with the progress for rest of the work, the same may be occupied or utilized by or on behalf of the Govt. under the written order of the Engineer-in-charge to get the defects of any rectified by the contractor at his (Contractor) own cost within six months from the date of completion of the whole work provided that the contractor will not be allowed any other concession either in the shape of extensions of stipulated period or any other monetary compensation on account of such occupation or use.

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

Provided that, if any balance of the 7% security is outstanding from each such payment shall be deducted so much, not exceeding 5% as may be necessary to make up the balance of the security. All such intermediate payments shall be regarded as payment by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed and taken away and requiring or re-erected, or be considered as an admission of the due performance of the contract, or any part thereof in any respect, or the actual of any claim nor shall it conclude, determine or effect in any way the powers of the Engineer-in-charge under these conditions or any of them as the final settlement or adjustment of the accounts or otherwise, or in any other way vary or effect the contract.

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

Clause – 8 If the specification of estimate of the work provides for the use of any special description of materials to be supplied from the Engineer-in-charge’s store, or it is required that the contractor shall use certain stores to be provided by the Engineer-in-Charge under the conditions of this contract [such materials and stores and the prices to be charged thereof as herein after mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning or effect of his contract are specified in the schedule or memorandum here to annexed] the contractor shall be supplied with such materials and store noted in the

Store supplied by Government

annexed schedule as are required from time to time to be used by him for the purposes of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule may be set off or deducted from any sums then due, or there after to become due to the contractor under the contract or otherwise or against or from the security deposit, or the proceed of sale thereof if the same is held in Government securities, the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute

property of Government and shall not any account be removed from the site of the work, and shall at all time be open to inspect by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the Engineer-in-charge's store, at the prevailing market rate or at the issue rate which ever is less if by a notice in writing under his hand he shall so require, but the contractor shall not be entitled to return any such materials unless with such consent and shall have no claim for compensation no account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials.

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

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

Clause - 9 The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and otherwise in every respect in strict accordance with the specification. The contractor shall also confirm exactly fully and faithful to the design, drawings & instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the

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

contractor shall be entitled to have access at such office for the purpose of inspection during office hours and the contractor shall, if he so require be entitle at his own expense to make or cause to make copies of the specifications and of all such designs, drawings and instructions as aforesaid.

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.

Alteration in specification and designs

Clause – 10 The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawing, designs and instruction that may appear to him to be necessary advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instruction which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respect on which he agreed to do the main work, and at the same time rates as are specified in the tender for the main work., The time for the completion of the work shall be extended in the proportion that the additional work includes bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportions. And if the additional work includes any class of work for which no rate is specified in this contract then such class of work shall be be carried out at the rates entered in the sanctioned schedule of rates of the locality during the period when the work being carried on and if such last mentioned class of work is not entered on the scheduled of rate of the district then the contractor shall within seven days of the date of his receipt of the order to carry out the work inform the Engineer-in-charge of the rate which is it his intention to charge for such class of work, and if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable.

Do not invalidate contract

Extension of time in consequence of alterations

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

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

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

Provided always that if the contractor shall commence work incur any expenditure in regards thereof before the rates shall have been determined as lastly herein before mentioned, then and in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rates as aforesaid according to such rates as shall be fixed by the Engineer-in-charge. In the event of dispute the decision of the Superintending Engineer of the circle will be final.

Clause – 11 If at any time after the commencement of the work the Government of Odisha shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out the Engineer-in-charge shall give notice in writing of the fact to contractor. Who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alternations having been made in the original specification, drawing, designs and instruction which shall involve any curtailment of the work as originally contemplated.

No compensation for alteration 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 execution of the work are unsound or of a quality inferior to that contracted for or other wise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-charge specifying the work materials or articles complained of not with standing that the same may have been inadvertently passed, certified and paid for forth with rectify or remove and reconstruct the work so specified in whole or part, as the case may require or as the case may be remove the materials or articles so specified and provided other proper and suitable materials or articles at his own proper charge and cost and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days while his failure to do so shall continue and in the case of any such failure the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace with other the materials or articles complained of as the case may be at the risk and the expense in all respects of the contractor.

Action and compensations payable in case of bad work.

Clause – 13 All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspections and supervision of the Engineer-in-charge and his subordinates and the contractor shall at all times during the usual working hours, and at all other times at

Works to be open to inspection

which reasonable notice of intention of Engineer-in-charge or his subordinates to visit the works shall have been given to the contractor either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

Contractor or responsible agents to be present

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

Notice to be given before work is covered up

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

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

Clause – 16 The contractor shall supply at his own cost all materials (except such special materials if any as may in accordance with the contract be supplied from the Engineer-in-charge's stores) plant, tools, appliances, implements, ladders, cordage, tackle scaffolding and temporary works requisite or proper for the proper execution of the work whether original altered or substituted and whether included in the specification or other documents forming Part of the contract or referred to in these conditions or not or which may be necessary for the purpose of satisfying or complying with the requirement of the Engineer-in-charge as to any matter as to which under this

Contractor to supply plants, ladders, scaffolding etc.

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

conditions he is entitled to be satisfied which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out work and counting, weighing and assisting in the measurement of examination at any time and from time to time the work or materials, failing him so doing the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defence to every suit, action or other proceeding at law that may be brought by any persons for injury sustained owing to neglect of the above precautions, and to pay any damages and cost which may be awarded in any such suit action or proceeding to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

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

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

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

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

Clause – 17 (a) The contractor shall, if so required by the Engineer-in-charge employ one more Engineering Graduate or Diploma holder as apprentices at his own cost if the cost of work as shown in the tender exceeds Rs.2,50,000/- The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date when 90% of work is completed. The stipend to be paid to the apprentices, should not be less than Rs.200/- per day in case of graduate Engineers and not less than Rs.150/- per day in case of Diploma holders. The number of apprentices to be employed should be fixed by the Chief Engineer in a manner so that total expenditure does not exceed 1% of the tender cost of the work.

Employment of Graduate Engineers & Diploma Holders

Clause – 17 (b) Special class Contractor shall employ under him one Graduate Engineer and Two Diploma Holders belonging to the State of Odisha. Like wise ‘A’ class contractor shall employ under

him one Graduate Engineer or Two Diploma holders under the contractor shall be full time & continuous and they should not be superannuated, retired, dismissed or removed personnel from any State Govt. or Central Govt. service/public Sector undertakings, private companies and firms or be ineligible for appointment to Government service. The contractor shall pay them monthly

emoluments which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Government of Odisha. The Chief Engineer, Roads Odisha may however, assist the contractor with names of such unemployed Graduate Engineer and Diploma holders if such help is sought for by the contractor. The names of such Engineering personnel appointed by the contractor should be intimated to the tender receiving authority along with the tender.

Each bill of the Special Class or 'A' class contractor shall be accompanied by an employment Roll of the Engineering personnel together with a certificate of the Graduate Engineer or Diploma holder is employed by the contractor to the effect that the work executed as per the bill has been supervised by him.

- Clause – 18** The contract shall not be assigned or sublet without the written approval of the Superintending Engineer and if the contractor shall assign or sublet his contract or attempt so to do, or become insolvent or commence any insolvency proceedings or make any composition with his creditor or attempt so to do, or if any bribe gratuity, gift loan, perquisite reward or advantage pecuniary of otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants to agents to any public officer or person in the employee of Government in any way relating to his office of employment or if any such officer or person shall become in any way directly or indirectly in the contract, the Superintending Engineer may thereupon by notice in writing rescind the contract and the security deposit of the contractor shall there upon stand forfeited and be absolutely at disposal of Government and the same consequences shall ensure as if the contract has been rescinded under clause 3 hereof and in addition the contractor, shall not be entitled to recover or be paid for any work therefore actually performed under the contract.
- Work not to be sublet.
- Contractor may be rescinded and security deposit forfeited subletting bribing or if contractor become 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 with out reference to actual loss
- Clause – 20** In the case of a tender by partners any changes in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.
In case of failure to notify the change in the constitution within fifteen days the Engineer-in-

charge may be noticed in writing rescind the contract and the security deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract had been rescind under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any works therefore actually performed under the contract.

Changes in
constitution of firm

Clause – 21 All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects by Superintending Engineer of the circle for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

Clause – 22 **DELETED**

Clause – 23 When the estimate on which a tender is made includes lump sums in respect of the items of work involved or the part of the work the contractor shall be entitled to payment in respect of the item of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may by his discretion pay the lump sum amounts entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sums payable to him under the provisions of this clause.

Lump sums in
estimates

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

Action where no
specification

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

Definition of works

Clause – 26 Government shall be entitled to recover in full from the contractor any amount that the Government may be liable to pay under workmen compensation Act. VIII of 1923, to any workmen employed in course of execution of any part of the work covered by this contract.

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

Clause – 28 The Department will have the right to inspect the scaffolding and centering made for the work and can reject partly or fully such structure if found defective in their opinion.

Clause – 29 Sanitary arrangement will be made by the contractor at his own cost for his labour camp.

Clause – 30 The contractor shall bear all taxes including 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 :-

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

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

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

In the situation where the period of completion is initially stipulated in the agreement as less than 18(eighteen) months but subsequently the completion

GOVERNMENT OF ODISHA
WORKS DEPARTMENT

OFFICE MEMORANDUM

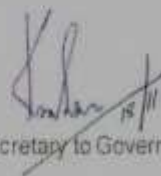
File No. -07556900242019-15847 NW

dt. 19-11-19

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. After careful consideration, Government have been pleased to make the codal/ contractual provisions regarding Price Adjustment clause due to increase or decrease in rate and price of labour, materials, fuels & lubricants and plant & machineries spare component to be incorporated in DTCN / condition of Contract as per Annexure-"A".

- 1- This Office Memorandum shall be a part of the relevant clauses of DTCN and Agreement and shall take effect from the date of issue.
- 2- This has been concurred in by Finance Department vide their File No. FIN-WF1-MISC-0031-2019 (OSWAS) dt.23.10.2019 and Law Department vide their UOR No.2218/L dt.29.10.2019.

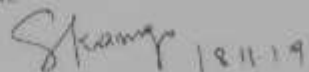


Commissioner - cum- Secretary to Government

Memo No. 15848

NW, dated, 19-11-19

Copy with copy of enclosure forwarded to Principal Secretary to Hon'ble Chief Minister, Odisha for information and necessary action.

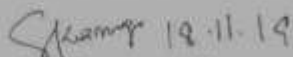


FA - cum- Addl. Secretary to Government

Memo No. 15849

NW, dated, 19-11-19

Copy with copy of enclosure forwarded to P. S. to Hon'ble Minister, Works, Odisha / P. S. to Hon'ble Minister, Finance, Odisha for information and necessary action.



FA - cum- Addl. Secretary to Government

(P.T.O.)

Memo No. 15850

W, dated, 19-11-19

Copy with copy of enclosure forwarded to OSD to Chief Secretary, Odisha / Sr. P.S. to Development Commissioner-cum-Additional Chief Secretary, Odisha / Sr. P.S. to Principal Secretary, Finance Department for information and necessary action.

S. K. Singh 18.11.19
FA - cum- Addl. Secretary to Government

Memo No. 15851

W, dated, 19-11-19

Copy with copy of enclosure forwarded to the Principal Accountant General (A&E), Odisha, Bhubaneswar / Principal Accountant General (E & S R Audit), Odisha, Puri Branch, Puri for information and necessary action.

S. K. Singh 18.11.19
FA - cum- Addl. Secretary to Government

Memo No. 15852

W, dated, 19-11-19

Copy with copy of enclosure forwarded to All Departments / Managing Director, OB & CC Ltd., Bhubaneswar / Managing Director, OCC Ltd., Bhubaneswar / Chief Architect, Odisha, Bhubaneswar for information and necessary action.

S. K. Singh 18.11.19
FA - cum- Addl. Secretary to Government

Memo No. 15853

W, dated, 19-11-19

Copy with copy of enclosure forwarded to EIC (Civil), Odisha / All Chief Engineers, Odisha / All Superintending Engineers / All Executive Engineers (under Works Department) for information and wide circulation among subordinate offices.

S. K. Singh 18.11.19
FA - cum- Addl. Secretary to Government

Memo No. 15854

W, dated, 19-11-19

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

S. K. Singh 18.11.19
FA - cum- Addl. Secretary to Government

(P.T.O.)

Memo No. 15855

3-

W, dated, 19-11-19

Copy with copy of enclosure forwarded to the Director, Printing, Stationary & Publication Odisha Cuttack by e-mail (deputydirectorpp@redifmail.com) for publication of this Office Memorandum in the next issue of Odisha Gazette and supply 20 (Twenty) copies to this Department for official use

S. Kumar, 18.11.19

FA - cum- Addl Secretary to Government

Memo No. 15856

W, dated, 19-11-19

Copy with copy of enclosure forwarded to A/C-I Section / A/C-II Section / Road Section / Plan Section / Building Section / Budget Section / N.Hs. Section / FC & AA Section / EAP Cell / Legal Cell, Works Department for information and necessary action.

S. Kumar, 18.11.19

FA - cum- Addl Secretary to Government

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.

[Signature]
12.11.19

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.



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:

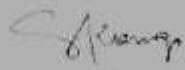
$$V_{pi} = 0.85 \times P_{pi} / 100 \times R \times (P_{i1} - P_{i0}) / P_{i0}$$

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


28/11/11

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

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

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 = 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:

$$V_F = 0.85 \times P/100 \times R \times (F_1 - F_0)/F_0$$

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 = 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.

Signature
13/11/14

31(e): APPLICATION OF ESCALATION CLAUSE:

The contractor shall for the purpose of availing reimbursement/refund of differential cost of steel, bitumen, cement, pipe, P.O.L 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 ₁)	P.O.L (P ₂)	Steel (P ₃) + Cement (P ₄) + Bitumen (P ₅) + Pipes (P ₆) + Plant & Machinery Spare & Component (P ₇) + 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
18.11.19

Appendix to Bid document

Schedule of Adjustment Data

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

FAIR WAGE CLAUSE

Clause – 33(a) The contractor shall pay not less than fair wage to labourers engaged by him on the work.

Explanation: “Fair wages” means wages, whether for time or piece work prescribed by the State Public works Department provided that where higher rates have been prescribed under the Minimum Wages Act. 1948 wages at such higher rates would constitute “Fair wages” (W.D. No.22059 dt.16.8.77)

- (b) The contractor shall, notwithstanding the provisions of any contract to contrary cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub contractors in connection with the said work, as if the labours had been immediately employed by him.
- (c) In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all regulation made by Government in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wages register, wage cards, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.
- (d) The Superintending Engineer or Sub-Divisional Officer concerned shall have the right to deduct, from the money due to contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non fulfillment of the conditions of the contract for the benefit of workers non payment of wages or of deductions made from his or their wages, which are not justified by their terms of the contract” or non-observance of the regulations, money so deducted should be transferred to the workers concerned.
- (e) Vis-à-vis the Government of Odisha, the contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub contractor.
- (f) The regulations aforesaid shall be deemed to be part of this contract and any breach there of shall be breach of this contract.
- (g) The contractor shall at his own expense provide or arrange for the provision of foot wear for any labour doing cement mixing work and black topping of roads (The contractor has undertaken to execute under this contract) to the satisfaction of the Engineer-in-charge and on his failure to do so Government shall be entitled to provide the same and recover the cost from the contractor.
- (h) The contractor shall submit by the 4th & 10th of every month, to the Engineer-in-charge a true statement showing in respect of the Second half of the preceding month and the first half to the current month respectively (1) the number of labours employed by him on the work (2) their working hours (3) the wages paid to them (4) the accident that occurred during the said fortnight showing the circumstances under which they happened and the content of damage and injure caused by them and (5) the number of female workers who have been allowed maternity benefit according the clause [K] and the amount paid to the Government a sum not exceeding **Rs.472.00** 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.200.00 a day which ever 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 in case failure of production of proper receipt from quarry holder or Revenue Department after proper verification from concerned Tahasildar.

Clause - 35 Departmental supply of materials

Before issue of Departmental materials to the contractor, he shall furnish Bank Guarantee of any of the Nationalised 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 - 36 The terms and conditions of the agreements have been read/ explained to me and certify that I/We clearly understand them.

1. ADDENDUM TO CONDITION OF CONTRACT:

1.1. The bidder / Tender whose bid has been accepted will be notified of the award by the Engineer-in-Charge prior to expiration of the validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the conditions of contract called the ("Letter of Acceptance") will state the sum that the Engineer-in-Charge will pay the contractor in consideration of the execution, completion and maintenance of the works by the contractor as prescribed by the contract (hereinafter and in the contract called the "Contract Price").

1.2 The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (ISD) and additional performance security in accordance with the provisions of the agreement.

1.3 The agreement will incorporate all agreements between the officer inviting the bid/Engineer-in-Charge and the successful bidder. Within 15 days following the notification of award alongwith the letter of acceptance, the successful bidder will sign the agreement and deliver it to the Engineer-in-Charge. Following documents shall form part of the agreement.

- a) The notice inviting bid, all the documents including additional conditions specifications and drawing, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading thereto & required amount of performance security including additional performance security.
- b) Standard P.W.D. Form P1.

**MODEL RULES FOR HEALTH & SANITARY ARRANGEMENTS FOR WORKERS
EMPLOYED BY ODISHA P.W.D. OR IT'S CONTRACTORS**

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

5. **Washing and Bathing Place :**
 - (i) Adequate washing and bathing places shall be provided separately for men and women.
 - (ii) Such places shall be kept in clean and drained condition
6. **Scale of Accommodation in Latrines and Urinals :-** There shall be provided within the premises of every work place latrines and urinals in an accessible place; and the accommodation, separately for each of them shall not be less than the following.

(a) Where the number of persons employed does not exceed 50.	No. of seats 1
(b) Where the number of persons employed exceeds 50 but does not exceed 100	No. of Seats 3
(c) For every additional 100 (in particulars cases the Superintending Engineer shall have the power to vary the scale where necessary)	No. of seats 3 per 100
7. **Latrine and Urinals for Women :** If women are employees, separate latrines and urinals separate from that for women and marked in the vernacular in conspicuous letter "for women only" shall be provided on the scale laid in rule.

Those for men shall be similarly marked " for men only" A poster showing the figure of a men and women and shall also be exhibited at the entrance of Latrines for each sex. There shall be adequate supply of water close to the urinals and latrines.
8. **Latrines and Urinals :** Except in work places provided with water flushed latrines connected with a water borne sewerage system, all latrines shall be provided with receiptable on dry-earthen system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. The receiptables shall be tarred inside and out side at least once a year.
9. **Construction of Latrines :** The inside wall shall be constructed of masonry or stone materials and shall be cement washed inside and outside at least once a year. The dates of cement washing shall be noted in register maintained for this purpose, and kept available for inspection.
10. **Disposal of excreta :** Unless otherwise arranged for by the local sanitary authorities arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator approved by as, Director of Public Health of Municipal Medical Officer or Health at the case may be, whose jurisdiction the work place is situated. Alternatively excreta may be disposed off by putting a laver of night soil at the bottom of pucca tank prepared for the purpose and covering it with 6' layer of waste or refuse and than covering it up with a layer of earth for a fortnight (when it will turn in to manure).
11. **Provision of shelters during rest :** At every work place, there shall be provided free of cost two suitable sheds one for females and the other for rest for the use of labourers. The height of the shelter shall be less than 11 feet from the floor level the lowest part of the roof.
12. **Creche :** At every work place at which more than 50 women workers are employed, there shall be provided only one hut for the use of children under the age of 6 year , belonging to such women and shall

be used for infant's games and play and their bed room. The huts shall not be constructed on a lower standard than the following.

- i) Thatched huts
- ii) Mud floors and walls.
- iii) Planks spared over the mud floor and covered with matting.

The hut shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision for sweepers to keep the place clean. There shall be two dhai in attendance. Sanitary utensil shall be provided to the satisfaction of the Health Officer of the area concerned. The use of the hut shall be restricted to Children, their attendants and mothers of the children.

- b) Where the number of women workers is more than 50 the contractor shall provide one hut and Dhai to look after the Children of women workers.
 - c) The size of creche shall vary according to the number of women workers.
 - d) The crèche shall be properly maintained and necessary equipments like toys etc. Shall be provided.
13. **Canteen :** A cooked food canteen :- on a moderate scale shall be provided for the benefit of workers whenever it is considered expedient.

CONTRACTOR'S LABOUR REGULATIONS

- 1. **Short title :-** These regulation may be called " The Odisha Public Works Department / Electricity Department Contractor's Regulations".
- 2. **Definition :** In these Regulations, unless otherwise expressed or indicated the following words and expressing shall have the meaning hereby assigned to them respectively, that is say:
 - (a) "Labour" means workers employed by a contractor for the work directly or indirectly through a sub-contractor or other person, by an agent on his behalf.
 - (b) Fair wages means wages whether for time or piece work prescribed by the **Superintending Engineer, Mahanadi North Division-I, Jagatpur** provided that where high rates have been prescribed under the minimum wages Act 1948 wages at such higher rates would constitute fair wages (W.D. No.22059 dt,16.8.77)
 - (c) "Contractor" shall include every person whether a sub-contractor or headman or agent employing labour on the work taken on contract.
 - (c) "Wages" shall have the same meaning as defined in the payment of wages Act. And include time and piece rate wages if any.

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

The contractor shall:-

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

4. Payment of Wages :-

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

5. Fixation of wages periods :-

- (a) The contractor shall fix the wage period in respect of which the wages be payable.
- (b) No wage period shall exceed one month.
- (c) Wage of every workman employed on the contract shall be paid before the expiry of ten days, after the last day of the wage period in respect of which the wages are payable.
- (d) When the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.
- (e) All payment of wages shall be made on a working days

6. Wage book and wage cards etc.

- 1) The contractor shall maintain a wage book of each worker in such forms as may be convenient, but the same shall include the following particulars:-
 - 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 of the ground for which the deduction is made.
 - f) Wage actually paid for each wage period.
- 2) The contractor shall also maintain a wage card for each worker employed on the work.
- 3) The Superintending Engineer may grant an exemption from the maintenance of wage bond, wages cards to a contractor who, in his opinion may not directly or indirectly employ more than 100 persons on the work

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

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

8. Register of fines, etc.

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

9. Preservation of register:

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

10 Powers of Labour Welfare Officers to make investigation or enquiry

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

11. Report of Labour Welfare Officers:

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

12. Appeal against the decision of Labour Welfare Officers.

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

13. Inspection of registers:

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

14. Submission of return:

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

15. Amendment

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

Clause - 36 Departmental supply of materials

Before issue of Departmental materials to the contractor, he shall furnish Bank Guarantee of any of the Nationalized Bank equal to the cost of materials. The Bank Guarantee shall be valid for the entire period of agreement. The same may be refunded to the contractor only after the materials supplied to him are fully utilized in the works and cost thereof recovered from his bill (s) in full or if the materials are partly

utilized in the unutilized materials are returned by him to the Department in full and in good condition and receipt thereof duly acknowledged by the concerned Department Officer.

(Works Department OM No. Codes-M-19/92-13653 dt. 5.6.93)

Clause - 37 The terms and conditions of the agreements have been read/ explained to me and certify that I/We clearly understand them.

1. ADDENDUM TO CONDITION OF CONTRACT:

- 1.1. The bidder / Tender whose bid has been accepted will be notified of the award by the Engineer-in-Charge prior to expiration of the validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the conditions of contract called the ("Letter of Acceptance") will state the sum that the Engineer-in-Charge will pay the contractor in consideration of the execution, completion and maintenance of the works by the contractor as prescribed by the contract (hereinafter and in the contract called the "Contract Price").
- 1.2 The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (ISD) and additional performance security in accordance with the provisions of the agreement.
- 1.3 The agreement will incorporate all agreements between the officer inviting the bid/Engineer-in-Charge and the successful bidder. Within 15 days following the notification of award alongwith the letter of acceptance, the successful bidder will sign the agreement and deliver it to the Engineer-in-Charge. Following documents shall form part of the agreement.
 - a) The notice inviting bid, all the documents including additional conditions specifications and drawing, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading thereto & required amount of performance security including additional performance security.
 - b) Standard P.W.D. Form P1.

2. TIME CONTROL

- 2.1 Progress of work and Re-scheduling programme
 - 2.1.1. The Superintending Engineer / Engineer-in-Charge shall issue the letter of acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the bid process and commencement of the contract.
 - 2.1.2. Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval and programme commensurate to clause no 3 showing the general methods, arrangements, and timing for all the activities in the works along with monthly cash flow forecast.
 - 2.1.3. To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, $\frac{1}{4}^{\text{th}}$ of the whole of the work before $\frac{1}{4}^{\text{th}}$ of the whole time allowed under the contract has elapsed, $\frac{1}{2}$ of the whole of the work before $\frac{1}{2}$ of the whole time allowed under the contract has elapsed, $\frac{3}{4}^{\text{th}}$ of the whole of the work before $\frac{3}{4}^{\text{th}}$ of the whole time allowed under the contract has elapsed.
 - 2.1.4. If at any time it should appear to the Engineer-in-Charge that the actual progress of the works does not conform to the programme to which consent has been given, the contractor shall produce, at the request of to such programme necessary to ensure completion of the works within the time for completion. If the contractor does not submit an updated programme within this period, the Engineer-in-Charge may withhold the amount of 1% of the contract value from the next payment certificate and continue to

withhold this amount until the next payment after the date on which the over due programme has been submitted.

- 2.1.5. An update of the programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 2.1.6. The Engineer-in-Charge's approval of the programme shall not alter the contractor's obligations. The contractor may revise the programme and submit it to the Engineer-in-Charge again at any time. A revised programme is to show the effect of variations and compensation events.
- 2.2. Extension of the completion date.
 - 2.2.1. The time allowed for execution of the work as specified in the contract data shall be the essence of the contract. The execution of the works shall commence from the 15th Day or such time period as mentioned in letter of award after the date on which the Engineer-in-Charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money and performance guarantee / security deposit absolutely.
 - 2.2.2. As soon as possible after the contract is concluded the contractor shall submit a Time & Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works, it shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.
 - 2.2.3. In case of delay occurred due to any of the reasons mentioned below, the contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

For

- i. Abnormally bad weather, or
- ii. Serious loss or damage by fire, or
- iii. Civil commotion, local commotion of workmen, strike or lockout, by officers any of the heads employed on the work, or
- iv. Delay on the part of other contractors or trademen engaged by Engineer-in-Chief, in executing work not forming part of the contract.
- v. In case of variation is issued which makes it impossible for completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the contractor to incur additional cost, or.
- vi. Any other cause, which in the absolute discretion of the authority mentioned, in contract data is beyond the contractor's control.

- 2.2.4 Request for re-schedule and extension of time, to be eligible for consideration shall be made by the contractor in writing fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 2.2.5 In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing. Within 3 months of the date of receipt of such request, Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

2.3 Compensation for delay.

- 2.3.1 If the contractor fails to maintain the required progress in terms of clause 2 or to complete the work and clear the site on or before the contract or extended date of completion he shall without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Superintending Engineer (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clauses 2 or that the work remains incomplete.

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

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

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. Incase the contractor does not achieve a particular milestone mentioned in contract data, or the rescheduled milestone (s) in items of Clause 2.5. the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice the contract. However, if the Contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s) amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest whatsoever, shall be payable on such withheld amount.

2.4 Management Meetings

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

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

Signature of witness

signature of contractor

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

CONTRACTOR

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

Where road is proposed to be constructed over the embankment the top 0.5m of the embankment shall be considered as the sub-grade for the road and shall be compacted to 97% of proctor density. Soil samples shall be taken from each compacted layer to ascertain the degree of compaction. Also moisture content is to be measured from each layer by taking samples. A tolerance of moisture of moisture content to the extent of +1% of O.M.C. shall be permitted.

1.3.3. Earth work for widening existing road embankment

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

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

1.4 EARTH WORK WITHOUT COMPACTION BY MECHANICAL MEANS.

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

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

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

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

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

1.6. EARTH WORK OVER EXISTING ROAD SURFACE

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

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

1.7. SOIL CLASSIFICATION

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

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

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

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

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

1.8 EARTH WORK NEAR STRUCTURES

Back fill around structure

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

1.9 SETTLEMENT ALLOWANCE

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

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

1.10. MODE OF MEASUREMENT & PAYMENT

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

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

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

SECTION-2

2.0 GENERAL SPECIFICATION

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

2.6 Quality Control :

CONTRACTOR

66

SUPERINTENDING ENGINEER

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

SECTION-3

3.1 SETTING OUT OF WORK

3.1.1 Temporary bench marks shall be fixed at every 0.5 Km 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. (L) x30cm.(b)x75cm.(d) which shall be embedded 55 cm into firm ground and projecting 20cm.above the ground. The Bench Mark pillar shall be constructed in plain cement concrete of M-10.The pillar shall be well protected from being disturbed. The RL of bench mark shall be conspicuously carved and painted on the pillar.

3.1.2 Before starting any work and during execution (if required), the contractor shall erect reference Bench Marks, reference lines and check profiles at convenient locations as per the direction of the Engineer-in-Charge. The center line of the canal and the reference line for all alignments for demarcation purpose shall be laid by dug-belling on the ground..

3.1.3 Centre line of the canal shall be marked at 30M.intervals. Profiles of canal in filling and in moderate cutting shall be marked at 50M.intervals in straight reaches and at 25M. intervals in curves.

To ensure correctness of execution, the edges of cutting, the outer toe lines of canal in filling should be marked by fixing pillars or pegs at suitable intervals or by dug belling.

3.1.4 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 slopes 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.

3.1.5 The zones of full cutting section, full filling section, partial cutting and filling sections shall be separated by conspicuous demarcation in the field. The curves in canal alignment shall be marked on the ground by fixing pegs at very closer intervals and joining the peg-point by dug-belling to a suitable depth. The locations of different structures indicated in construction drawing shall also be clearly marked on the ground along with the alignment of the canal. The control structure locations of off-taking canals shall also be clearly demarcated, so that unnecessary excavation or filling at these locations can be avoided. The spoil dumping zones shall clearly be demarcated in the field; these zones should be at last 2m. beyond the location of catch water drains.

3.1.6 To ensure accuracy in execution of cutting, the canal embankment, spoil banks and the structures, their layout shall be given in an appropriate manner with pegs, suitably placed.

3.2 CLEARING AND GRUBBING

3.2.1 The portion of the right-of –way where required for construction the work under these specifications shall be cleared of all tree, bushes, rubbish and other objectionable matter. Trees designated by the Engineer-in-charge shall not be cut and shall be protected form injury. Such cleared material shall be disposed off as described in sub-paragraph “C”. The clearing operation shall be in accordance

with clauses 4.1, 4.1.1., 4.2 and 4.3. of I.S 4701-1982 Indian Code of Practice for earth work in canals.

- 3.2.2 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 direction of Engineer-in-charge. All holes or hollows, whether originally existing or produced by digging up roots shall be carefully filled up with earth and leveled off, as directed.

- 3.2.3 The disposal of cleared and grubbed material shall be in accordance with clause 4.1.1 of I.S. 4701-1982 code of practice for earthwork on canals. All waste materials to be burnt shall be piled neatly in suitable condition shall be burnt completely to ashes. Piling of waste materials for burning shall be done at such a location and in such a manner as would not cause any fire risk. Necessary precaution shall be taken to prevent spreading of fires to areas beyond the limits of cleared areas.

- 3.2.4 For the clearance of light jungles, heavy jungle with or without uprooting etc., payment will be made as provided for in the tender documents. Separate payment will not be made for clearing of site and grubbing including disposal of the cleared and grubbed material required under the above paras unless and otherwise specified in the contract document. The contractor shall include the cost thereof in the price bid in the bill of quantities of the contract for the relevant finished item of work for which clearing and grubbing as mentioned in the above Para are required. No payment towards removal of small stones and boulders of size less than 0.014 cubic meter will be made, and the rate quoted for excavation will considered to include this item. However benching will be paid as separate item, per 1(one) running meter of bench at the rate provided for in the tender documents.

3.3 USE OF WATER

The Contractor shall procure and apply water all the items of works at his own cost as the same has been included in the price bid in the bill of quantities of the items of work for which the water is used.

3.4 DAMAGES BY MONSOON OR FLOOD / CYCLONE

Damages due to rain or flood or have to be made good by the Contractor till the work is handed over to the department. The responsibility for 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 precautions to protect the work done during the construction period.

3.5 PROCEDURE FOR MEASUREMENT

Before commencement of work, initial levels to indicate existing ground levels shall be taken at 30 Intervals longitudinally along the embankment alignment. The level points transversely along the cross sections shall be maximum at 5m. Intervals in flat ground and 1.5-2M. in undulating terrain. The cross sections shall be extended beyond the limits of work to a suitable distance and minimum

5 M. beyond the toe lines of slopes on both the sides. The intervals stipulated shall be made closer depending on the topography or stipulation made by the Engineer-in-Charge.

All initial levels shall be recorded in ink in the level books issued by the Engineer-in-Charge and shall be signed by the Junior Engineer/Assistant Engineer when he records the levels. The Assistant Engineers and 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 token of acceptance. These cross sections shall form the basis of all future measurements and payments. Each dimension shall be measured to the nearest 0.01m. Areas shall be computed to nearest 0.01sqm., volume shall be computed to nearest 0.01 cubic m.

3.6 All lead in manual means will mean lead up to 225 m. All lift will mean lift up to 7.5 M.

SECTION – 4

4.1 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.

4.2 EXCAVATION FOR STRUCTURES

- 4.2.1 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. **The measurement of earth should be taken after one complete rainy season or 12 ½ % voids will be taken for measurement.**
- 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 can not 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 grater 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 that 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 can not 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 catridges 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 trial 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
----------	-------------------------	--------------------

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 make up, 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 directly 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 within a period of 15 days (fifteen days) from the date of

receipt of the notice, failing 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 make up 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 make up 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 under ground 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 line 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 no body 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 hauled 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 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 distributed 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 damped form 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- 5

5.0 SPECIFICATION FOR MATERIALS:

5.1 STONE FOR RANDOM RUBBLE STONE MASONRY:

The stone used for masonry shall conform to the relevant specification of clause 4.1 of I.S. 1597(Part II) 1967 and I.S. 1123-1957 code of practice for construction of stone masonry Part-I Rubble stone masonry.

The stone of the required quality shall be obtained from the approved sources. The common types of natural stones generally used are granite and other igneous rocks and shall be free from defects like decay, cavities, cracks, flaws, sand, holes, soil seams, veins, patches of soft or loose materials or any other deleterious materials like iron oxide, organic impurities etc. They should be free from rounded, weathered surface or skin coating which prevents the adherence of mortar.

All stones used shall be of uniform colour, texture, clean, hard, strong durable and shall have abrasion value of 45 %, specific gravity of about 2.5, minimum crushing strength of 100 kg / sqcm and percentage of water absorption shall not exceed 5 % by weight .

The size of the stones shall be 15 cm and above measured in any direction. The length of the stones shall not exceed 3 times the height nor shall it be less than twice the height plus one joint. The breadth shall not be less than the height and the breadth on the base shall not be greater than $\frac{3}{4}$ th thickness of the wall nor less than 20 cm.

Stones not confirming to the standards mentioned above in Para 5.1 shall be removed away from the site by the contractor at his own cost.

The cost of collecting the stones for masonry will not be paid separately and their cost including the cost of quarrying, transporting, stacking, royalty shall be included in the unit price per cubic metre of relevant item in the bill of quantities.

5.2 COARSE AGGREGATES FOR CONCRETE:

5.2.1 GENERAL

For the purpose of these specifications, the terms coarse aggregates designate clean well graded aggregate most of which is retained on 4.75 mm I.S. sieve and containing only so much lines materials as permitted for various types described under clause 2.2 of I.S. 383-1970

Coarse aggregate for concrete shall be furnished by the Contractor from the approved quarries. The contractor shall, unless otherwise specified in the tender notice and subsequently on this basis in the contract, be responsible for payment of quarry fees etc. on all materials.

THE GRADATION OF COARSE AGGREGATES SHALL BE AS PER THE FOLLOWING TABLE:-

I..S. Sieve Designation	Percentage by weight passing the sieve			
	40 mm & down graded	20 mm & down graded	16 mm & down graded	12.5 mm & down graded
80 mm	100	--	--	--
40mm	95-100	100	--	--
20 mm	30-70	95-100	100	100

16mm	--	--	90-100	--
12.5 mm	--	--	--	90-100
10 mm	10-35	25-55	30-70	40-85
4.75 mm	0-5	0-10	0-10	0-10

5.2.2 QUALITY

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

5.2.3 DELETERIOUS MATERIALS

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

5.3 SAND FOR R.R. STONE MASONRY, CONCRETE, PLASTERING & POINTING WORKS:

The sand shall be collected from approved quarry from river Mahanadi near village Kanpur/ any other quarry duly approved by the Engineer-in-charge.

The sand shall consist of clean, dense, hard, durable uncoated rock fragments free from adherent coatings, organic matters and shall not contain more than permissible limit of clay balls or pellets as specified further below.

The sand shall not contain any harmful impurities such as iron pyrites, alkalis, salts, coal mica shale or similar laminates or other materials in such form or in such quantities as to affect adversely the hardening, strength, durability or the appearance of the mortar used for masonry work.

Sand as used at the time of preparation of mortar, shall have a uniform and stable moisture content. Determination of moisture content shall be made as frequently as possible, the frequency for a given job being determined by the Engineer according to weather conditions.

Sand shall be well graded as per the table described further below and sand falling outside the specified limit due to excess or deficiency of coarse or fine particles, may be processed to comply with the standard by screening through suitably sized sieves and/or blending with required quantities of suitable sized sand particles. If the sand brought to site is not clean , it must be washed clean in water . Fine dirt sand, sea sand or sand containing saline impurities shall on no account be used. The cost of washing and screening shall be borne by the contractor.

5.4 CEMENT:

Ordinary Portland Cement (OPC) of 43 grade conforming to I.S. 269-1976 and Portland Slag Cement (PSC) conforming to I.S. 455-1976 shall be procured by the contractor.

Only Ordinary Portland Cement (OPC) of 43 grade shall be used for R.C.C. constructions. Cement shall be procured from reputed manufacturers duly approved by the Engineer-in-charge.

Immediately upon receipt at the site of the work, cement shall be stored separately in dry, water tight and properly ventilated structures at the cost of the contractor. All storage facilities shall be subject to approval and shall be such as to permit easy access for inspection and identification.

Cement older than 90 days shall not be used without specific test/approval. For physical and chemical requirement, Ordinary Portland Cement (OPC) and Portland Slag Cement (PSC) shall conform to I.S. 269-1976 and I.S. 455-1976 respectively .

5.5 WATER:

Water used for mixing of concrete and mortar shall be free from objectionable quantities of silt, organic matter, injurious amounts of soils, acids salts and other impurities

5.6 SAND FOR FILLING

5.6.1 GENERAL

As per I.S. 365-1970, the sand is classified in different grading zones depending on the percentage passing on specified I.S. Sieves.

Therefore the zone may be classified against coarse sand. (Zone I & II may be considered as coarse sand to Zone III & IV)

GRADATION OF FILLING SAND SHALL BE AS PER THE FOLLOWING TABLE:-

<u>IS sieve designation</u>	<u>Percentage by weight passing the sieve</u>	
	Zone- I	Zone- II
10 mm	100	100
4.75 mm	90 to 100	90 to 100
2.36 mm	60 to 95	75 to 100
1.18 mm	30 to 70	55 to 90
600 micron	15 to 34	35 to 59
300 micron	5 to 20	8 to 30
150 micron	0 to 10	0 to 10

5.7 REINFORCEMENT BAR

5.7.1 GENERAL

Unless shown otherwise in the drawings, the reinforcement to be used shall be high yield strength deformed bars of grade Fe 415 conforming to I.S. 1786-1985 specification for high yield strength deformed steel bars and wire for concrete reinforcement.

SECTION- 6

6.0 R.R. STONE MASONRY, PLASTERING & RULE POINTING WORKS:

6.1 DESCRIPTION OF ITEMS :

- 6.1.1 Randum rubble hard granite stone masonry in C.M. (1:4) in canal for sub-structure/ super structure at all heights with approved quality of hard granite stone of 15cm and above size free from weathered skin including cost, carriage, royalty, taxes etc. of all materials with all leads, lifts and delifts including cost of scaffolding, tools & plants, curing, construction of coffer dam, dewatering if required, removal of scaffolding and all other incidental charges etc. complete as per specification, drawing and direction of the Engineer-in-charge.
- 6.1.2 12mm thick cement plaster in C.M. (1:4) over brick work finished smooth for canal structures after racking out joints & cleaning including scaffolding with all leads, lifts, delifts, costs, carriage, taxes and royalty of all materials, curing and removal of scaffolding after completion of work including construction and removal of coffer dam & dewatering if required with all other incidental charges etc. complete as per specification & direction of Engineer-in-charge.
- 6.1.3 20mm thick cement plaster in C.M. (1:4) over stone masonry of canal structures finished smooth after racking out joints and cleaning including scaffolding with all leads, lifts, delifts, cost, carriage, taxes and royalty of all materials, curing and removal of scaffolding after completion of work including construction & removal of coffer dam and dewatering if required with all other incidental charges etc. complete as per specification and direction of the Engineer-in-charge.
- 6.1.4 Cement flush pointing to stone masonry of canal structures in C.M. (1:3) finished smooth after racking out joints and cleaning including scaffolding with all leads, lifts, delifts, cost, carriage, taxes and royalty of all materials, curing and removal of scaffolding after completion of work including construction & removal of coffer dam and dewatering if required with all other incidental charges etc. complete as per specification & direction of the Engineer-in-charge.

6.2 CEMENT MORTAR:

6.2.1 GENERAL

The cement mortar shall consist of cement, sand, water and other approved admixture, as required each complying with its own specifications.

6.2.2 MIXING:

- (i) The mortar ingredients shall be mixed thoroughly to ensure uniform distribution of all the component materials throughout the mass at the end of mixing period.
- (ii) If machine mixed the mixing of each batch shall continue for not less than the period stated in the following table after all materials are in mixer unless tests of mixer performance show that variations in these prescribed time is necessary and is acceptable.

<u>Sl. No.</u>	<u>Capacity of mixer (m³)</u>	<u>Time of mixing natural aggregates</u>
1.	1.5 or less	1½ minutes
2.	2.5	2 minutes
3.	3	2 ½ minutes
4.	4	2 ¾ minutes
5.	4.5	3 minutes

The minimum mixing period specified are conditional on the materials being fed into the mixer in a manner which will facilitate efficient mixing and on operation of the mixer at its designed speed.

6.2.3 TRANSPORTATION OF MORTAR:

Mortar shall be transported from the mixer to the placing position as rapidly as practicable by methods that will prevent loss of ingredients or consistency

6.2.4 TESTS OF MORTAR :

When directed by Engineer-in-charge mortar test cubes shall be cast for the mortar used on the work and shall be tested in accordance with Appendix A of I.S. – 2250 – 1965 code of practice for preparation and use of Masonry mortar. Such cubes shall develop a compressive strength of at least 50 kgs/ square centimeter for cement mortar mix, 1:5 and 75 kg/sqcm. for mortar mix 1 : 4 . Work not conforming to the specifications will be rejected and the cost of removal and reconstruction shall be borne by the contractor.

6.3 R.R. STONE MASONRY

6.3.1 DRESSING OF STONES FOR R.R. MASONRY:

The face stone shall be hammer dressed in the face, sides and the beds to enable it to come into close proximity with the neighbouring stone. The bushing in the face shall not project more than 40 mm. on an exposed face and 12 mm. on a face to be plastered. Stones with round surface shall not be used in the construction.

6.3.2 LAYING OF STONES FOR R.R. STONE MASONRY:

The masonry shall be laid to lines, levels, curves, shape shown in the drawing. Stones in the hearting shall be laid on their broadest face. Stratified stones must be laid on their natural beds. All bed joints shall be normal to the line of pressure upon them. Shaping and dressing shall be done before the stone is laid in the work. No dressing and hammering which will loosen the masonry will be permitted after it is once placed.

The courses of the masonry shall ordinarily be predetermined. Where there is to be variation in the depth of courses, larger stones shall be placed in the lower courses, the thickness of course decreasing gradually towards the top of the wall. The variation in depth of course shall be adopted after the approval of the Engineer.

The stones shall thoroughly be wetted before placing on the bed of the mortar and before covering with mortar. The bed to receive the stones shall be cleaned, wetted and covered with a layer of fresh mortar to a smaller length so that stones can be laid before the mortar has set. All stones shall be bedded full in mortar and the vertical joints filled with mortar. The stones so set in the mortar shall be settled carefully in place with a wooden mallet immediately on placement and solidly bedded in mortar before it has set. Clean chips and spalls shall be wedged into the mortar joints wherever necessary. Such wedging should not disturb face stones. No dry or hollow space shall be felt anywhere in the masonry and each stone shall have all the embedded face completely covered with mortar. Pouring of water to the mortar laid on the joints and stones is prohibited.

In case any stone already set in mortar is disturbed or the joints broken, the stone shall be taken out without disturbing the adjoining stones and joints, the mortar thoroughly cleaned from the joints and the stone reset in fresh mortar. Attempts shall never be made to shade one stone over another already laid.

The bed of the face stones shall be horizontal unless otherwise ordered by the Engineer they shall be set in regular courses of uniform thickness from bottom to top throughout. No face stone shall be less than 15 cm. in thickness.

Unless otherwise ordered by the Engineer the height of each course shall be the height of the stone used in the course. Stones of different depths shall not be used, height of each course shall not exceed breadth at face nor thickness inwards.

The face stone shall be laid alternately in headers and stretchers, so as to break joints by at least 75 mm. Header shall project at least 100 mm. beyond the stretchers. The joints should not exceed 12 mm. in thickness.

All connected masonry in a structure shall be carried up to nearly at one uniform level throughout but when breaks are unavoidable, the masonry shall be raked in sufficiently long steps for facilitating joining of old and new work. The steeping of the raking shall not be more than 45 degrees with the horizontal.

6.3.3 JOINTS FOR STONE MASONRY:

For each 10 m of running length a vertical joint of 25 mm thickness or as directed by the Engineer shall be provided .

6.4 PROTECTION AGAINST DAMAGE

Care shall be taken by the bidder during construction that edges of jambs, sills, heads etc. are not damaged. In inclement weather, newly built works shall be covered with gunny bags or tarpaulin, so as to prevent the mortar from being washed away.

6.5 CURING

All masonry work shall be kept constantly wet for a period not less than two weeks from the date of construction in order to avoid the mortar being dried up before it has attained final set and also to prevent crumbling. If the contractor fails to do curing to the satisfaction of the Engineer of the work, the latter will either make arrangement to cure the masonry at the risk and cost of the contractor or order the masonry to be dismantled. The masonry so dismantled shall be rebuilt by the contractor at his own cost.

6.6 INSPECTION

The brick (or stone) masonry should ensure its satisfactory performance and all recommended practice of workmanship shall be adopted at every stage. The Engineer-in-charge may inspect and reject the defective work which should be rebuilt at the cost of contractor, for which no claim for compensation what-so-ever will be entertained.

6.7 SCAFFOLDING FOR MASONRY, PLASTERING AND POINTING:

The scaffolding shall be sound and strong enough to withstand all loads likely to come upon it. The holes which provides space for horizontal members for supporting the scaffolding shall be filled up and made good.

6.8 QUALITY CONTROL FOR MASONRY WORK

Following rules shall be observed to ensure effective quality control of works.

- (a) Do not place mortar which bleeds excessively.
- (b) Clean the old masonry surface prior to starting masonry on it be wet sand blasting, chiseling and washing.
- (c) Keep the surface continuously moist.
- (d) Thoroughly and effectively broom into the old surface a layer of mortar and build the masonry work on it immediately.
- (e) Masonry work shall invariably be done during day light hours.
- (f) Ensure placing of stone in their natural bed.
- (g) Avoid under-pinning after a stone is laid.
- (h) Avoid inserting spalls in space between stones before it is filled up with mortar.
- (i) Avoid inserting flat side of spalls at joints. Have all spalls driven end-wise.
- (j) Before inserting spalls, shake the mortar well and vibrate the stone by hammer to facilitate excess mortar to come out.
- (k) Distribute work so that fresh layer of masonry are started every alternate day. Incase of long stoppage of work suitable depression should be left to a depth of one or two course for proper laying and effective bondage.

6.9 MEASUREMENT AND PAYMENT FOR MASONRY WORK

Measurement for payment of random rubble stone masonry and brick masonry in cement mortar (1:4) shall be made to the lines & dimensions shown or as directed by the Engineer-in-charge in the specified drawing. The quantity so executed shall be paid per cubic meter of constructions. No allowance shall be made for the masonry constructed beyond design section. The rate shall include cost, conveyance, royalty, taxes etc. of all materials, all labour cost, dressing charges, cost of mixing mortar, laying the masonry, curing, cost of required tools and plants, scaffolding, dewatering, cost of construction and removal of coffer dam if required and all other incidental charges for satisfactory completion of the item of work.

6.10 CEMENT PLASTERING AND POINTING:

6.10.1 GENERAL :

- (i) For surface which is to be subsequently plastered or pointed , the joints of masonry shall be raked squarely for a minimum depth of 20 mm while the mortar is still green. The raked joints shall be well brushed to remove dust and loose particles and surface shall be thoroughly washed and cleaned .
- (ii) The surface so prepared shall be kept wet for a period of minimum 24 hours preceding to plastering or pointing .
- (iii) Moistening , cleaning , surface drying and complete curing are utmost importance for thorough bond and water tightness .

6.10.2 PREPARATION OF SURFACE FOR PLASTERING

The roughening of the background improves the bond of plaster. All joints shall be thoroughly raked. After roughening the surface, care shall be taken to moisten the surface sufficiently before plastering as otherwise freshly exposed surface may tend to absorb considerable amount of water from the plaster. The surface shall be wetted evenly before applying the plaster. Care shall be taken to see that the surface is not too dry as this may cause lack of adhesion or excessive suction of water from the plaster. A fog spray may be used for this work. As far possible, the plastering work shall not be done under hot sun.

6.10.3 LAYING OF PLASTERING

Plaster when applied shall have a thickness of average 20 mm over stone masonry and 16 mm over brick masonry. The mortar shall be applied by steel trowels into the joints and filling the joints ensured by pushing the edge of steel trowel into joints. Mortar shall then be applied and roughly finished by steel trowel. The plaster surface will be finished by wooden trowel giving neat lines in plumb and plan.

6.10.4 PREPARATION OF SURFACE FOR POINTING

The joints in the masonry shall be raked out to a depth not less than the width of the joint or as directed when the mortar is green. Joints shall be brushed clean of dust and loose particles with a stiff brush. The area shall then be washed and the joint thoroughly wetted before pointing is commenced.

6.10.5 LAYING OF POINTING

The pointing to be done shall be flush pointing with cement mortar. The mortar shall not be spread over the corners, edges or surface of the masonry. The pointing shall then be finished as detailed below. The mortar shall be finished off flush and level with the edges of the stones, so as to give a smooth appearance. The edges shall be neatly trimmed with a trowel and a straight edge. Pointing should have minimum thickness of 20mm. When finished, the mortar pointing shall be restricted to the width of the joints and all superfluous mortar shall be removed with a trowel. The work shall be executed as rapidly as possible and not again touched after it has begun to set and kept wet for a minimum period of 14 days thereafter.

6.10.6 CURING

Specification for curing of plastering and pointing shall be the same as for masonry as laid down in previous Paras.

6.10.7 MEASUREMENT AND PAYMENT:

- (a) Measurement for payment of cement plastering and pointing shall be made on the basis of surface area of plastering or pointing actually contained within the profile as shown in the drawing or as directed by the Engineer-in-charge .
- (b) The rate shall include cost of conveyance, taxes, royalty etc of all materials, cost of labour, required tools and plants, providing extra slurry and mortar as required for the work ,curing, construction and removal of coffer dam and dewatering if required and all other incidental charges etc. for satisfactory completion of the respective item of work .

SECTION – 7

7.0 CONCRETE

7.1 DESCRIPTION OF ITEMS

- 7.1.1** 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.
- 7.1.2** 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
- 7.1.3** 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 & down graded aggregates			With 20mm & down graded aggregates		
	Cement (kg)	Coarse aggregates (cum)	Sand (cum)	Cement (kg)	Coarse aggregates (cum)	Sand (cum)
M 15	-	-	-	280.00	0.90	0.45
M 20	-	-	-	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

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

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

- (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 – 8

8.0 MISCELLANEOUS ITEMS OF WORK

8.1 SUPPLYING, LAYING & FIXING OF R.C.C. HUME PIPES

8.1.1 DESCRIPTION OF ITEMS

Supplying, laying and fixing R.C.C. hume pipe in position and collar jointing with necessary twisted and coal tarred hamp yarn including crawling and filling with C.M. (1:1) and finishing the same smooth and curing including cost, conveyance, taxes etc. of R.C.C. hume pipes and all other materials and all other incidental charges etc. complete as per specification and direction of Engineer-in-charge.

8.1.2 GENERAL

R.C.C. hume pipe shall have diameter as specified in the schedule of quantities and shall be of non pressure NP₂/NP₃ class conforming to IS 458-1971. Length of the pipe shall not be less than 2.00 M or otherwise directed by the Engineer. The contractor shall order the pipes required for the work on the basis of the construction drawings supplied to him by the Engineer. Pipes not conforming to the required specification shall be rejected and the pipes shall be removed away from the work site by the contractor at his own cost.

Work shall be done as per IS 783-1956 or its latest edition. Reasonable care shall be exercised in loading, transporting and unloading the concrete pipes. Handling shall be such as to avoid impact. All pipes shall be inspected thoroughly before being laid. Broken or defective pipe shall not be used. Trench shall be of sufficient width side slope to provide for free working space in minimum 30 cm on either side of the pipe. Pipes shall be lowered into the trenches by use of standards appliance. Pipe shall be laid true to line and as specified on the construction drawings. Laying of pipes shall be along proposed grade of the slope. The socket ends of pipe shall face upstream. The connections of the pipes shall be joined together in such a manner that these shall produce perfect even surface along the inside of the pipe. The joining of hume pipes shall be done with necessary twisted and coal tarred hamp yarn including crawling and filling with cement mortar (1:1) and finishing the same smooth and curing for a minimum period of 14 days shall be made. In no case pipes shall be laid directly on rock or other hard materials. Proper care shall be taken to avoid any type of accidents during process of handling of R.C.C. hume pipes.

Trenches shall be kept free from water until the material in the joints has hardened. Walking or working on the completed pipe shall not be permitted until the trench has been back filled to a height of at least 45 cm. Over the pipe except as may necessary for back filling and compaction. Trenches shall be backfilled after pipe has been laid subject to the condition that joining has hardened. Only selected materials shall be used for backfilling. Filling of the trench shall be carried out simultaneously on both sides of pipe in such manner that unequal pressure does not occur.

8.1.3 MEASUREMENT AND PAYMENT

Measurement for payment shall be made on running metre basis of the hume pipe line. The rate shall include cost of hume pipes including cost of loading, conveying, unloading, hauling, handling, storing & laying in position with cost of jointing and curing and all other incidental charges to complete the work as per the specification and direction of Engineer-in-charge.

CONTRACTOR

97

SUPERINTENDING ENGINEER

8.2 ROUGH STONE DRY PACKING

8.2.1 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.

8.2.2 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 down stream 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.

8.2.3 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.

8.3 TURFING:

8.3.1 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).

8.3.2 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.

8.3.3 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.

SECTION-9

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

9.1 SCOPE

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

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

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

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

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

10.1 EXCAVATION OF BORROW PITS:

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

(i) from cutting of nearby sections of the road.

(ii) from excavation improving sight distances at nearby curves.

(iii) by sectioning an adjacent bullah or waterway where necessary

(i) by excavating cuts to lead drainage water away from the road

(ii) by excavating side drains & catch water drains

(iii) from waste land outside the road land

(iv) from bums above the general ground level with the road land

(viii) by excavating tanks

(ix) from land acquired temporarily outside road land

(x) from soil mounds resulting from the digging of well & borrowings from fields in the vicinity of the road

10.1.2 Borrow pits should be rectangular in shape with one side parallel to the central line or the road. If no road land, they could be dug as near the road boundary as possible.

10.1.3 No borrow pits should be dug within 6 mtr. (16 ft.) of the final section of the road embankment, after making due allowance for future development.

10.1.4 Borrow pits should not be dug continuously. Ridges of not less than 8 mtr. (25 ft.) width should be left at intervals not exceeding 30 mtr. (100 ft.) Small drains should be cut through the ridges, in necessary to facilitate drainage.

- 10.1.5 When it becomes necessary to borrow earth from temporarily acquired cultivatable lands, the depth of borrow pits should not exceed 45cm. (1.5 ft.). The top soil to a depth of 15cm (6") should be stripped & stacked a side. Thereafter soil may be dug/cut to a further depth not exceeding 30 cm. (12") & used in forming the embankment. The top soil should then be spread back on the land. It is most important to adopt this practice when soil borrowed is from rich cultivatable land.

10.2 CONSTRUCTION PRELIMINARY OBSERVATIONS:

- 10.2.1 **Clearing & Grubbing:** Prior to the commencement to earth work the site shall be cleared of construction, including building, fences, abandon drainage structures & vegetation such as tree, roots undergrowth, grass, rubbish etc. except where it may be desirable to retain the vegetation for appearance shade or other reasons. Complete clearance shall be carried out within the actual construction limits.

All trees & shrubs which are not expected to interfere with the construction & use of the highway should be preserved. Cost of removal of ordinary vegetation & minor jungle growth & disposal thereof as directed by the Engineer-in-Charge shall be included in the tender rate & shall not be paid for as extra.

- 10.2.2 Three stumps should be not extend more than 1ft. above the original ground nor should they be closer than 2 ft. to any sub-grade shoulder or slope surface. On areas to be cleared beyond the embankment & earthwork lines, stumps must be cut down below ground level so that appearance may not be unsightly.

- 10.2.3 The removal bush & stumps shall in cases be cleared away to waste lands preferably burnt no locations away from the road side. Materials possessing any salvage value should be stacked as directed by the Engineer-in-Charge.

- 10.2.4 Care shall be taken to see that unsuitable waste materials are disposed off in such a manner that there is no likelihood of its getting mixed with the materials proposed to be used for embankment construction.

- 10.2.5 **COMPACTING ORIGINAL GROUND:** In all cases where condition permit, the original ground shall be consolidated as much as reasonably possible or as directed by the Engineer-in-Charge by rolling or other means. Any empty pockets or depressions left in the soil as a result of clearing grubbing operations shall be filled & compacted. Nothing extra shall be paid for these operations.

- 10.2.6 Where so directed by Engineer-in-Charge any unsuitable materials occurring in the embankment foundation shall be removed & replaced by approved materials.

- 10.2.7 Where the embankment is to be placed on steep sloping ground the surface of the ground shall be benched in step or trenched or broken up in such manner that the new materials will have bond with existing surface & the cost thereof shall be included in the tendered rate.

- 10.2.8 Where the embankment is to be placed over an existing road surface, the surface shall be scarified, so as to provide sample bond between old & new materials.

- 10.2.9 Embankment work shall not proceed until the foundation have been inspected by the Engineer-in-Charge for satisfactory & approved.

10.3 CONSTRUCTION PLACING OF EMBANKMENT MATERIALS:

- 10.3.1 Only materials as approved by the Engineer-in-Charge shall be utilized in the embankment. The work shall be so planned & executed that the best available materials are saved for the top portion of the embankment & sub-grades. Approved materials shall be obtained from approved area.

- 10.3.2 **EMBANKMENT SLOPES:** The embankment shall be built to have side slopes as shown in the drawings or as directed by the Engineer-in-Charge of the work.

- 10.3.3 **PLACING SOIL IN LAYERS:** To obtain adequate compaction, the embankment shall not be placed until the layer under construction has been thoroughly compacted to satisfy the requirements laid down here after.

To ensure correctness, the execution of the toe-lines on the embankment shall be marked carefully with pages at close interval. The profile with due allowance for settlement shall be set up with the help of bamboos & string. The earth work of the embankment will be carried on uniformly in layer according to these profiles. Due care shall be exercised to ensure the loose thickness of each layer does not exceed the specified limit.

- 10.3.4 Layers exceeding 9" in loose depth shall be permitted only when the Engineer-in-Charge is satisfied that the compaction plant proposed to be used will achieve the specified compaction throughout the whole depth of the layer. Provided further that when a VRR is used the thickness of the loose layer shall not exceed the length of the tamping feet by more than 2". The embankment materials shall be deposited in layer not more than 9" loose thickness unless otherwise specified & compacted to 100% proctor density at O.M.C with P.R.R.

- 10.3.5 Unless otherwise directed, the soil shall be spread uniformly over the entire width of the embankment.

- 10.3.6 If the soil shall less than the desired moisture content water shall be added to it either in the borrow pits before excavation is made, or after the soil is spread loosely on embankment without any extra charge. Addition of water may be made in the former case through flooding or irrigating the borrow area & in the latter case through sprinkling the water either directly from a hose line or from a truck mounted water tank.

- 10.3.7 If the soil as delivered to the road formation is too wet, it shall be dried, by aeration & exposure to Sun, till the moisture content is acceptable for compaction.

Should circumstances arise where owing to wet weather the moisture content of certain soil can not be reduced to the appropriate amount by aeration, the compaction of these soils shall be suspended.

- 10.3.8 After adjusting the moisture content the soil shall be processed by the means of graders, borrows rotary mixers or other suitable equipment, until the layers are uniformly wet without any cost of Govt.

Clods or hard lumps of earth shall be broken down to size preferably of the order of 5 cm. (2") but under no circumstances shall be maximum size of such clods exceed 15cm. (5") when being placed in the body of the embankment & the maximum size shall not exceed 6 cm. (2.5") when being placed on the top to a depth of 50 cm. (18") of the embankment.

10.3.9 MOISTURE CONTENT & DENSITY:

The moisture content of each layer of soil at the time of compaction should be as directed by the Engineer-in-Charge. The M.C. of each layer of soil at the time of compaction should be at O.M.C. However, the tolerance limits for this MC of the soil with respect of OMC are between 1% above the optimum & 2% below the optimum value. The soil spread in layers shall be thoroughly compacted to the required densities & stipulated by IRC in their code 31.32 para 15.3, 15.4, 15.5 & 16. Each layer will be tested in field, for density & pronounced accepted by the Engineer-in-Charge before the next layer is laid.

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

10.4 EMBANKMENT AROUND STRUCTURES

- 10.4.1 The filling around & over culverts & other structures in the embankment area shall be carried out independently of the work on the main embankment. The embankment shall be brought up simultaneously in equal layer on each side of the structure to avoid displacement & unequal pressure.

- 10.4.2 The soil in such cases shall be deposited in layers not exceeding 6" loose thickness & shall be compacted thoroughly & to the satisfaction of the Engineer-in-Charge. Where it may be

impracticable to use power rollers or other heavy equipment, the compaction shall be carried out by mechanical tampers or other approved methods.

10.5 COMPACTION CONTROL :

10.5.1 PRELIMINARY INVESTIGATION: Preliminary investigations shall be made by the contractor at his own cost as per direction given by the Engineer-in-Charge to determine the most economical procedure to be adopted to obtain the specified degree of compaction & the necessary field control (as a result of the suggested investigations it is generally found that it is sufficient to ensure that the soil laid in layers of the specified thickness, with the specified moisture, & is rolled with the number of passes of the compaction equipment which are found to produce the specified degree of compaction).

10.5.2 The compaction control on the work in the field will be exercised by the deptt through frequent moisture content & density determination. The following control test shall be made on the borrow materials.

Sl. No.	Test	Test Method	Min.desirable frequency
1	Gradation	I.S. 2720 Pt. IV	1-2 tests per 300ccm of soil
2	P.I	I.S. 2720 Pt. V	-do-
3	Standard Proctor test	I.S. 2720 Pt. VII	-do-
4	Deleterious constituents	I.S. 2720 Pt. XXVII	As required
5	Natural M.C	I.S. 2720 Pt. II	One test for 250 ccm of soil
6	Dry density	I.S. 2720 Pt. XXVII	Generally at least one test per 100cm of compacted area for the body of embankment to be increased to one test 500-1000cm of compacted area for the top sub grade layers of 50cm or 1-2 tests for 3000 ccm of soil.

10.6 ANALYSIS & ACCEPTANCE OF DENSITY RESULTS

10.6.1 Except otherwise directed, at least one measurement of density shall be made for each 1000 m² (10000 sqft.) compacted area. Test locations shall be chosen only through predetermined random sampling techniques. Control shall not be based on the result of any one test but on the mean value of 5-10 density determination. The number of tests in one set of measurements shall be 5 as long as it was felt that sufficient control over borrow materials & the method of compaction was being exercised, but if there was any doubt about this control, or considerable variations were observed between individual density result the minimum number of tests in one set of measurement shall forthwith be increased to 10. The acceptance of results shall be subject to condition that the mean dry density equals or exceeds the specified density & the standard deviation for any set of result in below 0.88 gm. Per cc (5 lb per cu. Ft.)

10.6.2 In general, the control at top sub-grade layers of the formation shall be more strict, with density measurements being done as stated above, at the rate of test per 500-1000 sq.ft. (50-100) sqm. Of compacted area. Further for the determination of mean density & standard deviation, the number of tests in one set of measurements shall not be less than 10. In other respects, the control will be similar to as spelt out in the previous para.

10.6.3 If for any reason it has not been found possible to conduct the minimum number of test mentioned above, the test value obtained from fewer tests shall be used only as an aid to judgment & as a proof of the quality of the work.

10.6.4 The value of the "Standard deviation" shall be calculated from the formula:

$$Q = \frac{1}{n} \sqrt{nEx^2 - (Ex)^2}$$

Q = standard deviation in gm/cc/ (lb/cu. Ft.)

n = total number of density measurement, &
x = value of dry density in gm per cc (lb/cu ft.)

10.7 REMOVAL OF SOFT AREAS:

When density measurements reveal any soft areas in the embankment, the Engineer-in-Charge shall direct that these areas should be compacted further & nothing extra shall be paid. In spite of that, if the specified compaction is not achieved, the materials in the soft areas shall be directed to be removed & replaced by approved materials, compacted to the satisfaction of the Engineer-in-Charge.

10.8 COMPACTION IN ORDINARY WAY

The Engineer-in-Charge shall indicate the portion of the earthwork which are not required to be compacted to a specified degree of density & moisture content. The embankment in such portion shall be carried out as specified above, each layer being consolidated as far possible with the help of iron rammers, ordinary light rollers or sheep foot roller, if available. The layers shall be laid concave slopping from the edges toward the centre. The earth shall be laid from the sides to the centre & not vice versa. If the earthwork remains suspended for some time & the surface becomes hard, the latter shall be roughened & slightly moistured before resumption of work without any extra charge go Govt.

10.9 FINISHING OPERATIONS:

10.9.1 After the earthwork is completed & consolidated, sectioning shall be done to bring it to its true final shape. The embankment shall be finished in conformity with the alignment levels, cross sections & dimensions shown on the plans. Where the alignment of the road is in a curve, the tops of the embankment shall be formed with the supervision & the increased widths shown on the drawing or as the Engineer-in-Charge may direct without any extra cost to Govt.

10.9.2 Finishing operation shall include the work of shaping & dressing the shoulders road bed & the side slopes to conform to the typical cross section shown on the plan & shall be paid extra. Both the upper and lower ends of the side slopes shall be rounded off to improve appearance & to merge the embankment with a adjacent terrain.

10.9.3 When the earth work operations have been substantially complete the road way area shall be cleaned of all the debris & ugly scars existing near the coming areas etc. Every reasonable effort shall be made to avert objectionable appearance without any extra payment.

10.10 SPECIFICATION FOR MOORUM SUB-BASE:

10.10.1 **MATERIALS:** Moorum shall be composed of large, coarse grains, sharp & gritty. Moorum should not contain lumps of soil, foreign matters, it should not contain stones greater than $\frac{3}{4}$ " in gauge. It should show a uniform C.B.R value which should not be less than 20 for sub-base. The P.I. should not be more than 9.

10.11 PROCESSING & CONSTRUCTION

10.11.1 The sub-grade shall be checked for line grade & cross section as shown in the drawing or as directed by the Engineer-in-Charge. Soft & yielding places & ruts shall be corrected & rolled uniform. It shall be laid in layers from 6" to 9" thickness. It shall be well watered & compacted with PRR or other suitable machinery as directed by the Engineer-in-Charge to obtain the desired compaction form.

10.11.2 Rolling shall commence at the edges, progressing gradually towards the centre, parallel to the centre line of the road except at super elevated portions where it shall proceed from the inner edge to the outer.

10.11.3 The finished surface shall be checked for line, level & irregularity as directed by the Engineer-in-Charge.

10.11.4 Irregularities present in the finished surface beyond the tolerance of 20mm. shall be rectified as mentioned in 10.12.5 below.

10.11.5 Where the finished surface of the sub grade is too high it shall be trimmed & suitably compacted & where the same is too low, the deficiency shall be corrected by adding fresh materials. The degree of compaction & the type of materials to be used shall conform to the specification & requirement.

10.11.6 Control tests & their frequencies:

Quality control tests on the materials & work be as indicated below:

Sl. No.	Type of Construction	Test	Frequently
1	Water bound macadam	(i) Aggregate impact value loss Angles test abrasion value	One test per 200 cum
		(ii) Grading	One test per 100 cum
		(iii) Flakiness index	One test per 200 cum
		(iv) Non-Plastic binding materials	One test per 25 cum
		(v) Proctor test	One test per 200 cum
		(vi) Deleterious constituents	As required
		(vii) M.C	One test per 250 sqm
		(viii) D.D of compacted layer	One test per 1000 sqm
		(ix) C.B.R test	One test per 1000 sqm
2	Bituminous construction	(i) Aggregating impact value/ Los angle	One test per 50 cum of aggregate
		(ii) Flakiness Index	-do-
		(iii) Grading of aggregate	One test per 25 cum
		(iv) Temperature of binder application	At regular close intervals
		(v) Rate of spread of mixed materials	Regular control through checks on materials & layer thickness.

11. SPECIFICATION FOR TURFING

11.1 DESCRIPTION: This work shall consist of supplying & laying live sods on the slopes & other locations as required by the Engineer-in-Charge, in accordance with the following specifications.

11.2 MATERIALS: The sods shall consist of dense well rooted growth of permanent & desirable grasses, indigenous to the general locality where it is to be used, & shall be practically free from weeds or undesirable grasses. At the time the sod is out, the grass on sod shall have a length of approximately 2 inches; if longer, the grass shall be cut to approximately this length & the sod shall have been raked from debris.

The sod shall be cut in uniform strips not larger than it is convenient for handling & transport. The thickness of the sod shall be as uniform as possible approximately $\frac{3}{4}$ inches or more, depending on the nature, of the sod, so that practically all the dense root system of the grasses will be retained but exposed in the sod strip & so that the sod can be handled without undue tearing or breaking.

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

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

11.3 CONSTRUCTION METHOD

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

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

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

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

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

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

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

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

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

Collection of top soil for the area to be turned will be paid for as earthwork in excavation. No separate payment will be allowed for spreading & incorporating the top soil in the bed.

SECTION-6 FORMS

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.

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.

CONTRACTOR

CONTRACTOR

108

SUPERINTENDING ENGINEER

FORM – A

STRUCTURE AND ORGANISATION

Name of Tenderer.

Nationality of Tenderer.

Office Address.

Telegraphic Address

Telephone No:

Mobile No:

Telex Number

Location of establishment

The tenderer is

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

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

7. Number of year of experience

a. As a prime contractor

- I. In own country
- II. Other country (specify country)

b. In a Joint venture

- I. In own country
- II. Other country (specify country)

8. Name of the address of any associates the tenderer has in India who are knowledgeable in the procedure of customs, immigration takes and other information necessary to do work.

9. How many years has your organization been in business under your present name? Add what were your fields were and when you established your organization. When did you add new field (if any)?
10. Were you ever required for suspending construction for a period of more than six months continuously after you started? If so, give the names of project and reason of failure.
11. Have you ever not completed any work awarded to you? If so give name of project and reasons for not completing the work.
12. In how many projects were imposed penalties for delay? Please give details.
13. In which fields of Civil Engineering construction do you claim specialization and Interest.
14. Give details of your experience in modern concreting / Earth work and quality control.
15. Give details of your material testing laboratory.

Signature of Tenderer

FORM-B
RESOURCES PERSONNEL

Details of key Technical and Administrative personnel who could be assigned to the work be mentioned in the following proforma.

A Details of the Board of Directors.

1. Name of the Director.
2. Organization
3. Address
4. Remarks

B. Key Technical and Administrative personnel

1. Individual Name
- 2 Qualification
3. Present position of Office
4. Professional experience and details of works
5. Years with the tenderer
6. Languages known
7. Remarks

Signature of Tenderer

FORMAT FOR PERFORMANCE RECORD OF CONTRACTORS

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

Sl. No.	Jobs under execution	Agreement amount	Date of Commencement	Stipulated Date of Completion	Whether work is progressing as per programme	Reasons for delay , if any
1	2	3	4	5	6	7

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

Name of the Certifying Officer

With official seal

Signature of Contractor

(AFFIDAVIT)

(To be submitted in original in legal stamp paper)

(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.

i) That, I / We possess a valid license for execution of works contract issued by *..... belongs to
.....Class & is valid up to **..... I am submitting tender before the **Superintending
Engineer, Mahanadi North Division-I, Jagatpur, Odisha** for execution of the
work“.....” in response to **Bid
Identification No. MND-02 / 2026-27 (Sl. No- of ‘e’-Procurement Notice No MND-02 / 2026-27.**

ii) I am the authorized signatory on behalf of contractor for the tender for the work mentioned above.

iii) I am swearing this affidavit that all tender documents and accompanying papers those being submitted
by me before the **Superintending Engineer, Mahanadi North Division-I, Jagatpur** in any shape are all
authentic and bonafide documents in the eyes of the law of the land.

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

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

Date

(Signature of the Contractor)

Note : * Mention the license issuing authority.
** Mention the date up to which the license is valid
*** Mention name of works for which bid is being submitted.

CHECK LIST
SUBMITTED OR NOT

1	Form A	Structure and Organization	Yes/No
2	Form B	Resources Personnel	Yes/No
3		Certificate of registration for execution of contract attached	Yes/No
4		Certified copy of power of attorney in case of partnership firm, limited or Corporation attached.	Yes/No
5		Affidavit for authenticity of document, EMD & Tender NRC, VAT	Yes/No

SECTION – 7
DRAWINGS

**DRAWING & DESIGN SECTION CAN BE SEEN IN
THE OFFICE OF THE
SUPERINTENDING ENGINEER, MAHANADI NORTH DIVISION, JAGATPUR
DURING THE OFFICE HOURS WITHIN THE BIDDING PERIOD**

GOVT. CIRCULAR

Government of odisha

Works Department

Office memorandum

File No.07556900042013 (Pt-II) - 7885 /W, dated .23.07. 2013

Sub : Codal provisions regarding e-Procurement

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

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

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

1. This office memorandum consists of the procedural requirement of e-procurement and shall be made part of the Detailed Tender Call Notice or Instruction to Bidder for all "works" tenders hoisted in the portal.
2. The e-procurement portal of Government of Odisha is "[https:// tendersodisha.gov.in](https://tendersodisha.gov.in)".
3. Use of valid Digital Signature Certificate of appropriate class (class II or class III) issued from registered certifying authorities (CA) as stipulated by Controller of Certifying Authorities (CCA), Government of india such as n-Code, Sify, TCS, MTNL, e-Mudhra is mandatory for all users.
4. The DSC issued to the Department users is valid for the period of two years only.All the Department users are responsible to revalidate their DSC prior to expiry.
5. For all purpose, the server time displayed in the e-procurement portal shall be the time to be followed by all the users.

6. Government after careful consideration have decided to hoist all tenders costing 10 lakhs or above in the e-procurement portal. This will be applicable across all Engineering Departments such as Works Department, Department of Water Resources, Rural Development and Housing & Urban Development Department. Government of Odisha also welcomes hoisting of tenders by any other departments, authority, corporations, local bodies etc. of the State with prior approval from Works Department. Works Department is the Nodal Department for the implementation of e-procurement in the State.

7. The e-procurement shall be operated compliant to relevant provisions of OGFR/OPWD code / Accounts code / Government statutes including any amendments brought from time to time to suit to the requirement of the best national practice.

8. Registration in the e-procurement portal is without levy of any charges but Government reserves the right to levy any charges for such value added services in future.

9. Contractor not registered with Government of Odisha, can participate in the e-Procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State.

10. For the role management "Department" is the Administrative Department, Organisation or wing is the Chief Engineer or highest tender accepting authority or equivalent officer, Division is the Executive Engineer or equivalent officer and Subdivision is the Assistance Engineer or equivalent officer.

11. The e-Procurement software assigns roles for operation of the module for specific function. The terminologies used in the portal and their respective functions in the software are as follows.

11.1 Application Administrator (NIC & State Procurement Cell)

- i. Master Management
- ii. Nodal Officer Creation
- iii. Report Generation
- iv. Transfer of Officer's login ID.
- v. Blocking & unblocking of officer's and bidder's login ID.

11.2 Nodal Officer (At organization level not below the Supertending Engineer or equivalent rank)

- i. Creation of Users
- ii. Role Assignment
- iii. Report Generation
- iv. Transfer of Officer's login ID.
- v. Blocking & unblocking of officer's Login ID.

11.3 Procurement Officer-Publisher (Officer having tender inviting power at any level)

- i. Publishing of Tender
- ii. Publishing of Corrigendum / addendum / cancellation of Tender
- iii. Bid Clarification
- iv. Uploading of Pre-Bid minutes.
- v. Report generation.

11.4 Procurement Officer-Administrator (Generally sub-ordinate officer to Officer Inviting Tender)

- i. Creation of Tender
- ii. Creation of Corrigendum / addendum / cancellation of Tender
- iii. Report generation .

11.5 Procurement Officer Opener (Generally sub-ordinate officer to Officer Inviting Tender)

- i. Opening of Bid

11.6 Procurement Officer Evaluator (Generally Sub-Ordinate Officer to Officer Inviting Tender)

- i. Evaluating Bid

11.7 Procurement Officer-Auditor (Procurement Officer Publisher and / or Accounts Officer / Finance Officer)

- i. To take up auditing

12. NOTICE INVITING BID (NIB) or INVITATION FOR BID (IFB) :

12.1 The Notice Inviting Bids (NIB) and Bid documents etc., shall be in the Standard formats as applicable to conventional Bids and will be finalized / approved by the officers competent as in the case of conventional Bids.

12.2 The officers competent to publish NIB in case of conventional Bids will host the NIB in portal. Simultaneously, a notification should also be published in the newspapers, as per existing rules preferably, in the following format, to effect economy:-

Government of Odisha "e" procurement Notice

Bid Identification No.-----

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

Further details can be seen from the e-procurement portal "[https:// tendersodisha.gov.in](https://tendersodisha.gov.in)"

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

13. ISSUE OF ADDENDA / CORRIGENDA / CANCELLATION NOTICE :

13.1 The Procurement Officer Publisher (Officer Inviting Tender) shall publish any addendum / corrigendum / cancellation of tender in the website <https://tendersodisha.gov.in> notice board and through paper publication and such notice shall form part of the bidding documents.

13.2 The system generates a mail to those bidders who have already uploaded their tenders and those bidders if they wish can modify their tenders. The bidders are required to watch the website till last date and time of bid submission for any addendum / corrigendum / cancellation thereof. Tender Inviting Authority is not responsible for communication failure of system generated mail.

14. CREATION AND PUBLISHING OF BID :

14.1 All the volumes / documents shall be uploaded in the portal by the tender creating officer (Procurement Officer Administrator) and published by the Officer Inviting Tender (Procurement Officer Publisher) using their DSCs in appropriate format so that the document is not tampered with.

14.2 The tender document comprise the notice inviting tender, bid document / SBD, drawings in .pdf format and schedule of quantities / BoQ in .xls format to be uploaded by the Officer Inviting Tender.

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

i. BASIC DETAILS

ii. COVER CONTENT : The Procurement Officer Administrator should briefly describe the same and type of documents to be uploaded by the bidder in the following format :

(a) For Single Cover / Packet :

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

(b) For Double Cover / Packet :

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

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

iv. **WORK ITEM DETAILS**

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

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

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

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

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

15. PARTICIPATION IN BID :

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

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

15.1.2 Any third party / Company / Person under service contract for operation of e-Procurement system in the State or his / their subsidiaries or their parent companies shall be ineligible to participate in the procurement process that are undertaken through the e-Procurement system irrespective of who operates the system.

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

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

15.4 **CLARIFICATION OF BID :** The bidder may ask question related to tender online in the e-procurement portal using his / her DSC; provided the questions are raised within the period of seeking clarification as mentioned in the Tender Call Notice / Bid. The Officer Inviting the Bid / Procurement Officer-Publisher will clarify queries related to the tender.

15.5 PREPARATION OF BID

15.5.1 The bids may consist of general arrangements drawings or typical or any other drawings relevant to the work for which bid has been invited. Bidder may download these drawings and takeout print for detail study and preparation of his bid. Any other drawings and documents pertaining to the works available with the Officer Inviting the bid will be open for inspection by the bidders.

15.5.2 The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including cost of Bid Document, Bid Security, Declaration form, price bid etc. and store in the system.

15.6 PAYMENT OF EMD / BID SECURITY AND COST OF BID DOCUMENTS :

15.6.1 The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT / Contract Data. The bidder shall scan all the written / printed pages of the bid security and up load the same in portable document format (PDF) to the system in designated place of the technical BID. Furnishing scanned copy of such documents is mandatory otherwise his / her bid shall be declared as non-responsive and liable for rejection.

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

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

15.6.4 The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 5 days of opening of the tender. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L-1 bidder.

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

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

16. SUBMISSION OF BID :

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

16.2 Bidder are to submit only the original BoQ (in .xls format) uploaded by Procurement Officer Publisher (Officer Inviting Tender) after entering the relevant fields without any alternation / deletion / modification. Multiple BoQ submission by bidder shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than zero value in the specified cells without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of work put to tender.

16.3 The bidder shall upload the scanned copy / copies of document in support of eligibility criteria and qualification information in prescribed format in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.

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

16.5 The bidder shall log on to the portal with his / her DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents.

16.5.1 Bids cannot be submitted after due date and time. The bids once submitted can not be viewed, retrieved or corrected. The Bidder should ensure correctness of the bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid. The bids can not be opened even by the OIT or the Procurement Officer Publisher / opener before the due date and time of opening.

16.5.2 Each process in the e-procurement is time stamped and the system can defect the time of log in of each user including the Bidder.

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

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

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

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

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

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

16.5.9 The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time). The date and time of bid submission shall remain unaltered

even if the specified date for the submission of bids declared as a holiday of the Officer Inviting the Bid.

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

17. SECURITY OF BID SUBMISSION

17.1 All bid uploaded by the Bidder to the portal will be encrypted.

17.2 The encrypted Bid can only be decrypted / opened by the authorised openers on or after the due date and time.

18 RESUBMISSION AND WITHDRAWAL OF BIDS :

18.1 Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.

18.2 Resubmission of bid shall require uploading of all documents including price bid afresh.

18.3 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

18.4 The bidder should avoid submission of bid at the last moment to avoid system failure or malfunction of Internet of traffic jam of power failure etc.

18.5 The Bidder can withdraw his bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Procurement Officer Publisher (Officer Inviting Tender) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.

19 OPENING OF THE BID :

19.1 Bid opening date and time is specified during tender creation or can be extended through corrigendum. Bids cannot be opened before the specified date & time.

19.2 All bid openers have to log-on to the portal to decrypt the bid submitted by the bidders.

19.3 The bidders & guest users can view the summary of opening of bids from any system. Contractors are not required to be present during the bid opening at the opening location if they so desire.

19.4 In the event of the specified date of bid opening being declared a holiday for the Officer Inviting the Bid, the bids will be opened at the appointed time on the next working day.

19.5 Combined bid security for more than one work is not acceptable.

19.6 The electronically submitted bids may be permitted to be opened by the predefined Bid opening officer from their new location if they are transferred after the issue of Notice Inviting Bid and before bid opening. Further, action on bid documents shall be taken by the new incumbent of the post.

19.7 In case of no-responsive tender the officer inviting tender should complete the e-Procurement process by uploading the official letter cancelled / re-tender.

20 EVALUATION OF BIDS :

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

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

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

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

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

20.6 The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officers-Openers shall log on to the system in sequence and open the financial bids.

20.6.1 The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorised representative who wish to present.

20.6.2 At the time of opening of "Financial Bid", bidders whose technical bids were found responsive will be opened.

20.6.3 The responsive bidder's name, bid prices, item wise rates, total amount of each item in case of item rate tender and percentage above or less in case of percentage rate tender will be announced.

20.6.4 Procurement Officer-Openers shall sign on each page of the downloaded BoQ and the Comparative Statement and furnish a certificate to that respect.

20.6.5 Bidder can witness the principal activities and view the documents / summary reports for that particular work by logging on to the portal with his DSC from anywhere.

20.6.6 System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Chief Engineer / Head of Department.

21. NEGOTIATION OF BIDS :

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

22 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT :

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

22.2 The Contractor after furnishing the required acceptable Performance Security & Additional Performance Security, "Letter to Proceed" or "Work Order" shall be issued by the

Engineer-in-Charge with copy thereof to the Procurement Officer-Publisher. The Procurement Officer-Publisher shall up load the summary and declare the process as complete.

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

23. BLOCKING OF PORTAL REGISTRATION :

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

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

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

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

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

23.3.3 Fails to execute the agreement within the stipulated date.

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

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

24. GUIDELINES FOR UNBLOCKING OF PORTAL REGISTRATION :

24.1 UNBLOCKING OF PORTAL REGISTRATION :

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

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

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

24.3 The minimum period of blocking of the Portal Registration shall in no case be less than 90 days. After blocking of Portal Registration, the Contractor whose Portal Registration has been blocked may file application to the concerned officer inviting tender showing sufficient ground for unblocking of his portal registration along with a Treasury Challan showing deposit of Rs.10,000/- (Rupees ten thousand) only (non-refundable) under the head of accounts '0059 – Public Works' as processing fees. The officer inviting tender shall forward the application filed by the contractor to the Chief Manager (Tech), State Procurement Cell.

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

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

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

EIC - cum – Secretary to Government

Memo No.7886

/W. Dated : 23.07.2013

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

FA – cum- Addl. Secretary to Government

Category - 1: For specialized nature of work like Dam / Barrage / Spillway / Tunnel / Head Regulator of Dam and Barrage.

Category - 2: All other works excluding category-1, such as, Excavation of Canals, Canal Lining, Syphon, Aqueduct, Modernization/Renovation of Canals including all structures etc.

Eligibility Criteria for Bidders:

(A) Tender for works value above Rs.50.00 lakh up to Rs. 7.00 cr.:

- Irrespective of the nature of work either Category-1 or Category-2 as above, shall have **no qualifying criteria**, except tender cost, EMD, valid RC, TIN and PAN No, Affidavit, Undertaking regarding no relationship certificate which are mandatory.

(B) Tender for works value above Rs.7.00 cr. up to Rs.20.00 cr.

Work value costing above Rs.7.00 cr. and up to Rs.20.00 cr., both Category-1 and Category-2 shall have 3 (three) qualifying criteria i.e. Bid Capacity, Satisfactory completion of similar major items of work (quantity turnover) and Combined evaluation, if applicable.

(C) Tender for work value above Rs.20.00 cr.

- For Works in category -1: Satisfactory completion of similar work, Annual Turn-over, Satisfactory completion of similar major items of work (quantity turnover), Availability of Plant & Machineries, Credit facility, Bid capacity, Combined evaluation, if applicable.
- For works in Category-2: Annual Turnover, Satisfactory completion of similar major items of work, Availability of Plant & Machineries, Credit facility, Bid capacity, Combined evaluation, if applicable.

Satisfactory completion of similar work:

Satisfactorily completed (not less than 80% of the original contract value) as a prime contractor of at least one similar work of value not less than Rs. _____ (The amount mentioned here should be 40% of proposed contract value) at FY_____ (FY of invitation of tender) price level in any one year of the last five years (5 years prior to the FY of invitation of tender & including current FY) i.e. from FY_____ to FY_____ (Attested copy of certificate of authenticity is to be enclosed from the concerned Executive Engineer/competent officer in charge of execution. The detailed correspondence address /

Fax number of the authority issuing certificate shall be furnished). Weightage of 10% per year shall be given on cost of satisfactorily completed works of previous years to bring them to the current price level. Failure to submit proof in support will result in non-consideration of the tender.

Note- The agreement should have been executed and work completed within the last 5 years.

Similar work means:

- For execution of Earth Dam: The bidder should have executed Earth Dam / Dyke.
- Concrete Dam/Concrete and Masonry Dam / Barrage / Spillway are similar nature of work.
- For execution of Tunnel work, the Bidder should have executed Tunnel works only.
- Head Regulator of Dam / Barrage are similar work.
- Earth work: Earth work in Canal, Road, Dam are similar work.
- Concrete work: Concreting work, RCC of Spillway, CC Lining, Structures, Bridge are similar work.
- Stone work: Dam riprap, Packing, Spur, Launching apron, Armoury stone dumping are similar work.

Annual Turnover :

To qualify for award of the contract, each bidder in its name should have in the last five years (from FY to FY**.....) achieved minimum annual turnover (in all classes of Civil Engineering construction works only) of Rs._____ at FY_____ (FY of invitation of tender) price level in any one financial year (one and half times of the estimated annualized cost of tender) (Attested copy of certificate of authenticity is to be enclosed from the appropriate authority). Weightage of 10% per year shall be given on financial turnover of previous years to bring them to current price level.

** Prior to the FY of invitation of tender

Example : If the estimated value put to tender is Rs 6.00 crores and period of execution is fifteen (15) months, then the financial turnover should be 7.2 crores i.eRs $(6.00 \text{ crores}/15) \times 12 \times 1.5 = \text{Rs } 7.20 \text{ crores}$.

Satisfactory completion of similar major items of work:

The bidder should have satisfactorily completed (not less than 80% of the original contract value) as a prime contractor in one year during the last five years. The value of

minimum quantities* of important and critical items of work like cement concrete, earthen work in both excavation and embankment, masonry & other major items etc., this quantity should be 40% of the estimated annual quantity of execution.

- * (i) This is sum total of similar items in all the works executed in one financial year.
- (iii) These items might have been executed in different years separately, in last 5 years including the FY of invitation of tender.

The bidder should submit attested copy of certificate of authenticity in the enclosed bidding document from the concerned Executive Engineer/Competent Officer in-charge of execution regarding satisfactory completion of similar major items of work during the last 5 years. **Last 5 years means:** 4 years prior to the financial year of invitation of tender and current financial year. The bidder should have executed the agreement and completed the work within the last 5 years.

Example:

- Earth work: Earth work in Canal, Road, Dam.
- Concrete work: Concreting work, RCC of Spillway, CC Lining, Structures, Bridge.
- Stone work: Dam riprap, Packing, Spur, Launching apron, Armory stone dumping.

Availability of Plant & Machinery :

The bidder should produce documentary evidence regarding availability of key plant and machineries and equipments **in working condition** required for execution of the work (either owned in his name or obtained on hire purchase scheme or by hiring from the reputed firms / contractors' firms). If the machineries are to be procured for specific period for completion of the work on lease / rental basis, then a copy of registered MOU must be attached. The Engineer of the project/work shall prepare list of construction equipment required for execution of the work based on the estimated quantity of important critical work items/time of completion, taking the rate of work into consideration. **The contractor should attach an affidavit that the plant and machinery/equipment are free and will be available during execution of work.**

- **N.B -Chief Engineer will decide the requirement of plants & machineries, equipments necessary for the work.**

Credit facilities :

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

BANK CERTIFICATE

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

If the contract for the work, namely " [insert name of the work] " having Bid Identification No. is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. to meet their working capital requirements for executing the above work.

Signature & Seal of Bank Manager
Name & Address of Bank

Combined Evaluation :

If the bid has been invited in a common tender call notice for a number of works, the order of opening of the bids shall be that in which they appear in the 'Invitation for Bids'. Further, the bidder(s) must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

Sub-Contractor's experience :

Experience Certificates issued by Executive Engineer to State PSUs and their Sub-Contractors, jointly shall be taken into consideration, while examining qualifying criteria. In that case, both the original state PSU and the authorized sub-contractor will be treated at par as prime contractor.

Bid Capacity

Applicants will be qualified only if their available bid capacity at the time of bidding is more than the total estimated cost of the work. The available bid capacity will be calculated as under.

Assessed Available Bid Capacity = $(A \times N \times 2 - B)$, where

A = Maximum value of works executed in any one financial year during the last five years (updated to the current price level). The rate of inflation may be taken as 10 percent per year (escalation factor) which will take in to account the completed as well as works in progress.

B = Value at current price level of the existing commitments and ongoing works to be completed during the next years (Period of completion of works for which bids are invited).

N = Number of years prescribed for completion of the works for which the bids are invited.

Note: In case of a joint venture, the available bid capacity will be applied for each partner to the extent of his proposed participation in the execution of the works. In case the extent of participation is not mentioned, the proposed participation in the execution of the work shall be considered as equal for all the partners.

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

The views of Law Department and Finance Department have been obtained vide U.O.R. No. 300/L, dated 3.02.2016 and No. 60-WFII, dated 08.04.2016 respectively.

All the Division Offices, Circle Offices and the Office of the Chief Engineers under DoWR shall follow the guideline scrupulously without any deviation.

This shall take effect from the date of issue of this circular.

By Order of Governor


Principal Secretary 3.11.2016.

Memo No. 25644/WR,

Dated 3/11/2016

Copy to Finance Department/ Law Department / Works Department for information and necessary action.


FA-cum-Joint Secretary to Government 3.11.2016

Memo No. 25645/WR,

Dated 3/11/2016

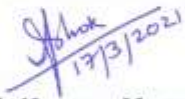
Copy to all Superintending Engineers/ all Executive Engineers/ FA&CAO of the Projects under DoWR for information and necessary action.


FA-cum-Joint Secretary to Government 3.11.2016

1/20

4. All tenders / contracts issued/ concluded till **31.12.2021** should also have the provision of reduced Performance Security.
5. In all contracts where Performance Security has been reduced to 3%, in view of above stipulations, the reduced percentage of Performance Security shall continue for the entire duration of the contract and there should be no subsequent increase of Performance Security even beyond **31.12.2021**. Similarly, in all contracts entered into with the reduced percentage of Performance Security of 3%, there will be no subsequent increase in Performance Security even beyond **31.12.2021**.
6. Wherever, there is compelling circumstances to ask for Performance Security in excess of three per cent as stipulated above, the same should be done only with the approval of the next higher authority to the authority competent to finalise the particular tender. Specific reasons justifying the exception shall be recorded.
7. These instructions will be applicable for all kinds of procurements viz. Goods, Consultancy, Works, Non-consulting Services etc.
8. These instructions shall be deemed to be part of Odisha General Financial Rules.
9. Works Department shall make suitable amendment in the relevant provisions of OPWD Code.

By Order of Governor,


17/3/2021

(Ashok Kumar Meena)
Principal Secretary to Government

2 | Page

Memo No 8957 /F Dated 18.03.2021

Copy forwarded to P.S. to Principal Secretary / P.S. to all Special Secretaries / P.S. to all Additional Secretaries of Finance Department for kind information of Principal Secretary / Special Secretaries / Additional Secretaries.

Apul
18/3/2021
Deputy Secretary to Government

Memo No 8958 /F Dated 18.03.2021

Copy forwarded to Commissioner of CT & GST, Odisha, Cuttack / Director, Madhusudan Das Regional Academy of Financial Management, Chandrasekharapur, Bhubaneswar / Director, Small Savings, Odisha / Director of Treasuries and Inspection, Odisha, Bhubaneswar / Director, Local Fund Audit, Odisha, Bhubaneswar / Controller of Accounts, Odisha, Bhubaneswar / Chairman, Sales Tax Tribunal, Odisha, Bhubaneswar for information and necessary action.

Apul
18/3/2021
Deputy Secretary to Government

Memo No 8959 /F Dated 18.03.2021

Copy forwarded to all Officers / all Branches of Finance Department for information and necessary action.

Apul
18/3/2021
Deputy Secretary to Government

Memo No 8960 /F Dated 18.03.2021

Copy forwarded to the Head, Portal Group, Lok Seva Bhawan, Bhubaneswar, Odisha for information and necessary action. It is requested to hoist this Office Memorandum in the website of Finance Department (www.odisha.gov.in / finance).

Apul
18/3/2021
Deputy Secretary to Government

4 Page

GOVERNMENT OF ODISHA
FINANCE DEPARTMENT

No. 8943 /F
FIN-COD-MISC-0007-2019

Dated 18.03.2021

OFFICE MEMORANDUM

Subject: Bid Security / Earnest Money Deposit (EMD)

To safeguard against a bidder's withdrawing or altering its bid during the bid validity period, Bid Security (also known as Earnest Money Deposit) is obtained from bidders except those who are exempted from paying Bid Security as per para-21 of FDOM No 4939/F Dated 13.02.2012. Besides, the State Government have exempted Micro and Small Enterprises (MSEs) as defined in Odisha MSME Development Policy, 2016 and Start-ups as defined under Odisha Start-ups Policy, 2016 from payment of Bid Security while participating in tenders vide FDOM No 27928/F Dated 16.10.2020.

2. The State Government is in receipt of many representations that on account of slowdown in economy due to the pandemic, there is acute financial crunch among vendors, which in turn is affecting timely execution of the contracts. It has also been represented that this may affect the ability of vendors to bid in tenders and hence reduce competition. Besides, Government of India have made provision in Rule-171 of General Financial Rule, 2017 asking the bidders for executing a "**Bid Security Declaration**" in lieu of Bid Security with stipulation that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents.

3. Considering the difficulties faced by the vendors and to facilitate competition in wake of slowdown of the economy due to Covid-19 pandemic, it is hereby decided that **no provisions regarding Bid Security should be kept in the Bid Documents and only provision**

1 | Page

Ague

for "Bid Security Declaration" should be kept. Further, wherever, there are compelling circumstances to ask for Bid Security, the same should be done only with the approval of the next higher authority to the authority competent to finalize the tender.

4. These instructions shall be applicable for all kinds of procurements viz Goods, Consultancy, Non-consultation and Works.

5. These instructions shall be deemed to be a part of Odisha General Financial Rules.

6. Works Department shall make suitable amendment in the relevant provisions of OPWD Code.

7. **The above instructions will be applicable for all the tenders issued till 31.12.2021.**

By Order of Governor,

Ashok
13/3/2021

(Ashok Kumar Meena)
Principal Secretary to Government

Apw

2 | Page

Memo No 8944 /F Dated 18.03.2021

Copy forwarded to the Principal Secretary to Hon'ble Governor / Private Secretary to Hon'ble Chief Minister / P.S to Hon'ble Minister, Finance & Excise for kind information of Hon'ble Governor / Hon'ble Chief Minister / Hon'ble Minister, Finance & Excise.


Deputy Secretary to Government

Memo No 8945 /F Dated 18.03.2021

Copy forwarded to OSD to Chief Secretary for kind information of Chief Secretary.


Deputy Secretary to Government

Memo No 8946 /F Dated 18.03.2021

Copy forwarded to all Departments / Secretary OLA / Accountant General (A&E), Odisha, Bhubaneswar / Accountant General (G&SSA), Odisha, Bhubaneswar / Accountant, General (E&RSA), Odisha, Bhubaneswar / Deputy Accountant General (Works), Odisha, Puri / Advocate General, Odisha, Cuttack / All Financial Advisors / All Assistant Financial Advisors / Director, Gopabandhu Academy of Administration, Bhubaneswar / Principal, short Hand and Type Writing Institute, Bhubaneswar / all Treasury Officers / All Special Treasury Officers / All Sub-Treasury Officers for information and necessary action.


Deputy Secretary to Government

Memo No 8947 /F Dated 18.03.2021

Copy forwarded to all Heads of Department/ All Revenue Divisional Commissioners / All Collectors for information and necessary action.


Deputy Secretary to Government

3 Page

**GOVERNMENT OF ODISHA
WORKS DEPARTMENT**

OFFICE MEMORANDUM

No. 07764600022025 173 /W., Bhubaneswar DL 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.

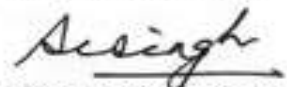
VI. Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and recommended to the competent authority of the Administrative Department for the approval of the Additional Performance Security(APS). An abnormally low bid is one in which the Bid price, in combination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

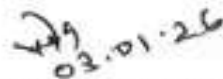


Principal Secretary to Government

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.

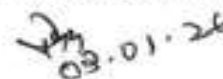
They are requested to publish the Office Memorandum in the extraordinary issue of the Gazette and supply 20 (twenty) copies to this Department.



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