GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES
OFFICE OF THE ADDITIONAL CHIEF ENGINEER,
MECHANICAL CIRCLE, HIRAKUD,
DIST: SAMBALPUR

BID DOCUMENT-ACEMC/MDRGL-07/2026-27
dt.12.10.2026
FOR THE WORK:

NAME OF THE WORK: -

Repair and maintenance of 24 nos. of Radial Gates of Rengali Dam under Superintending Engineer, Rengali Dam Division for the year 2026-27.

Certified that the Bid Documents Contains 56 (Fifty-Six) Nos. of Pages only

Additional Chief Engineer (M),
Mechanical Circle, Hirakud,
Dist.: Sambalpur

Tenderer

Additional Chief Engineer (M)

GOVERNMENT OF ODISHA, DEPARTMENT OF WATER RESOURCES
OFFICE OF THE ADDITIONAL CHIEF ENGINEER, MECHANICAL CIRCLE, HIRAKUD,
Email address: semech-eicwr.od@od.gov.in
E-Procurement Notice- Bid Identification No. ACEMC/MDRGL: 07/2026-27

1.	Name of the Work	: Mechanical Gate Works
2.	No. of Work	: 01 (One) No.
3.	Category of executors	: SSI Units registered under DIC/ NSIC/ MSME for Irrigation Shutters/ Hydro Mechanical Gates.
4.	Bid Identification No.	: ACEMC/MDRGL :07/2026-27
5.	Estimated Cost	: 12.54Lakh (Excluding GST)
6.	Period of Completion	: Two Calendar Months.
7.	Date & time of availability of bid	: From dt.16.10.2026(10.00 AM) to dt.31.10.2026(5.30PM) Documents in the Portal
8.	Last date/ time for receipt of bid	: dt.31.10.2026(up to 5.30 PM) In the Portal
9.	Date and Place of opening of Bid	: dt.02.11.2026,11.30 AM onwards in O/o the undersigned
10.	Name of the Officer inviting Bids	: Additional Chief Engineer, Mechanical Circle, Hirakud.

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

Additional Chief Engineer (M),
Mechanical Circle, Hirakud

GOVERNMENT OF ODISHA, DEPARTMENT OF WATER RESOURCES
OFFICE OF THE ADDITIONAL CHIEF ENGINEER,
MECHANICAL CIRCLE, HIRAKUD

Email address: semech-eicwr.od@od.gov.in

E-Procurement Notice- Bid Identification No. ACEMC/ MDRGL: 07/2026-27

1. The **Additional Chief Engineer, Mechanical Circle, Hirakud, Dist.-Sambalpur** on behalf of the Hon'ble Governor of Odisha invites on-line **Percentage rate** bids through e-procurement for execution of following works under **the Superintending Engineer, Mechanical Division, Rengali** as mentioned in the table below. The bids for the work should be submitted by eligible SSI Units registered under DIC/NSIC/ MSME for Shutters of Irrigation structures/ Gates for Irrigation Canal structures/ Structures for River Sluice/ Hydro Mechanical Gates only, having necessary past experience in similar work and satisfactory past performance record in Repair, & Maintenance/ Manufacturing, Fabrication, Supply, Erection, Seal changing, Painting and/ or Similar works of hydro mechanical gates through on-line in the Government website https://tendersodisha.gov.in.The bidders should have necessary portal enrolment (with own digital signature certificate).

Sl. No.	Name of the Works	Estimated Cost (Excluding GST) in Rs.	Bid Security (EMD) in Rs.	Cost of Bid Document in Rs.	Time Period for Completion of Work
(1)	(2)	(3)	(4)	(5)	(6)
1	**Repair and maintenance of 24 nos. of Radial Gates of Rengali Dam under Superintending Engineer, Rengali Dam Division for the year 2026-27.**	**1254053.00**	**12600.00**	**6000.00**	**Two Calendar Months**

02. The cost of bid document (Non-refundable) is to be paid on-line as specified in the column 5 of the above table as per Works Department Office Memorandum No.17254/W dt.05/12/2017 & No.17276/W dt.06/12/2017.

03. Critical dates of the bids are as follow:

(i)	Availability of bid documents in the portal	:	16/10/2026 (10:00 AM) to 31/10/2026 (5:30 PM)
(ii)	Receipt of bids on-line in the portal	:	16/10/2026 (10:00 AM) to 31/10/2026 (5:30 PM)
(iii)	Opening of the bids on-line	:	02/11/2026 (11:30 AM onwards) in the office of the Additional Chief Engineer, Mechanical Circle, Hirakud

4. The Bidder shall transfer online the Bid Security/ Earnest Money Deposit (**EMD**) i.e. @1% of estimated cost as specified in Column-4of the above table.

5. Initial Security Deposit @1% of estimated cost in shape of NSC/Post Office Saving Bank Account/ Post Office Time Deposit Account/ KVP/ Bank Guaranty from any Nationalized Scheduled Bank in India Counter guaranteed by its local branch at Bhubaneswar/ e-bank guaranty executed on the National e-governance Service Limited (NeSL) digital document execution portal duly pledged in favour of the **Superintending Engineer, Mechanical Division, Rengali, Vide Lr.No.1499 dt.01.02.2023 of Works Department Government of Odisha** which is to be submitted by successful bidder before drawal of Agreement.

6. Bid documents consisting of qualification of bidders, specification and bill of quantities of the works are available in the web site **https://tendersodisha.gov.in** and the set of terms and

conditions of contract and other necessary documents can be seen in the web site during the period of availability of the bid documents in the portal as mentioned in Para-03 (i) above.

7. The bids for the work should remain valid for a period of 90 days from the last date of on-line bidding. The bidders can modify or withdraw their bid before the last date and time of receipt of the bids on-line in the portal.

08. The single bid received in the 1st call shall be cancelled without opening of the bid & fresh bid will be invited as per Office Memorandum No.16/W dt.01.01.2015 Works Department; Govt. of Odisha.

09. Additional Performance Security should be furnished by the successful bidder when the bid amount is less than the estimated amount put to tender in shape of Term Deposit Receipt pledged in favour of the Divisional Officer/ bank Guarantee in favour of the Divisional Officer 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 shall be forfeited. Further, proceedings for blacklisting shall be initiated against the bidder as per codal provisions. Clause 36, Appendix-IX of OPWD Code Volume-II and the detail of Additional Performance Security to be furnished by the successful bidder as per Office Memorandum No – **173/W dt. 03.01.2026** of Works Department, Govt. of Odisha.

10. Authority will not be held responsible for system failure, malfunction of internet or traffic jam. Bidders are advised to submit their bids well in advance within the stipulated period.

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

12. Combined Bid Security for more than one work is not acceptable.

13. After opening of technical bid, the qualifying bidder may be asked by the tender inviting authority to produce the original documents of the scanned copies failing which their bids will not be considered for further evaluation.

14. The codal provisions for e-Procurement will be followed as per Office Memorandum No.7885 dt.23/07/2013 duly amended vide Office Memorandum No. 11774/W dt.03/08/2017, No.14299/W dt.03/10/2017 & No.17254/W dt.05/12/2017 of Works Department; Govt. of Odisha and are applicable for all bidders.

15. Other details can be seen in the bidding documents, which is available in the web site https://tendersodisha.gov.in

16. Authority reserves the right to reject any or all the bids without assigning any reason thereof.

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SECTION -I

DETAILED TENDER CALL NOTICE

GOVERNMENT OF ODISHA, DEPARTMENT OF WATER RESOURCES
OFFICE OF THE ADDITIONAL CHIEF ENGINEER, MECHANICAL CIRCLE, HIRAKUD,

Email address: semech-eicwr.od@od.gov.in

E-Procurement Notice- Bid Identification No. ACEMC/ MDRGL: 07/2026-27

The Superintending Engineer (Mechanical) on behalf of the Hon'ble Governor of Odisha invites online Percentage Rate Tender in the prescribed format to be eventually drawn in PWD Form P-1 of OPWD Code from intending S.S.I. Units Registered under DIC/MSME/NSIC for Repair of Irrigation shutters/ Gates for Irrigation Canal Structures/ Shutters of River Sluices/ Hydro mechanical Gates Only having necessary past experience in **"Similar Works**" for the work: "**Repair and maintenance of 24 nos. of Radial Gates of Rengali Dam under Superintending Engineer, Rengali Dam Division for the year 2026-27.**

1. The bids documents can be downloaded from the website identified as https://tendersodisha.gov.in from **10.00 AM of 16.10.2026 to 31.10.2026 up to 5.30P.M**. The bidder for participation will have to pay on-line **Rs.6,000/- (Rupees Six Thousand)** only towards cost of bid document. The Bid will be received through e-procurement portal from **10.00 A.M of 16.10.2026 to 31.10.2026 up to 5.30 P.M.** Each set of bid document contains technical bid and bill of quantity (BOQ). The bid will be opened on **02.11.2026 at 11.30AM** onwards by the **Additional Chief Engineer** (Mechanical) in the office of **the Additional Chief Engineer, Mechanical Circle, Hirakud.**
2. The value of the work put to bid (Exclusive of GST) **is Rs.1254053.00**
3. **PARTICIPATION IN BID**
   a. **PORTAL REGISTRATION**: The Bidder intending to participate in the bid is required to register himself/herself in the Portal https://tendersodisha.gov.in.

      The Bidder can Log into the Portal, Download the Bid Documents & seek any clarification regarding the Bid from the Tender Inviting Officer during office hours within **16.10.2026 to 31.10.2026**. The Bidder shall go through the Bid carefully & list Documents those are asked for submission & Quote Rates. The Bidder may visit the work site before finalizing his/her rates.

      The e-procurement system is compliant to relevant provisions of OGFR/ OPWD Code/ Accounts Code/ Government Statutes including any amendments brought from time to time to suit to the requirements of the best national practice.

4. PAYMENT OF EMD/BID SECURITY AND COST OF BID DOCUMENTS:

The Bidder shall transfer online the Bid Security/ Earnest Money Deposit (**EMD**) i.e. @1% of estimated cost amounting to **Rs.12600.00 (Rupees Twelve Thousand Six Hundred) only**

5. **SUBMISSION OF BID:**
   a. The bidder shall carefully go through the tender and prepare the required documents. The Bid shall have a "Technical Bid" & Bill of Quantity (BOQ). The Technical Bid consists of tender documents as mentioned in Section-2 of the Bid document. The Bill of Quantities (BOQ) contains price related information. Any alternation or deletion or manipulation in BOQ shall lead to cancellation of Bid. Multiple BOQ submission for the same work shall lead to cancellation of bid.

b. Bids cannot be submitted after due date and time. The bids once submitted cannot be viewed, retrieved or corrected after the date line. The Bidder should ensure correctness of the bid prior to uploading. The Bidder should ensure clarity/legibility of the document up-loaded by him/her to the portal. The Tender Inviting Officer is not responsible for any failure, malfunction, or breakdown of the system used during the e-procurement process.

c. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the Bid shall be cancelled.

d. **SIGNING OF BID:** The online bidder shall digitally sign on all statements, documents certificates, uploaded by him, owning responsibility for their correctness *I* 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 and the bidder is liable to be blacklisted.

6. **SECURITY OF BID SUBMISSION:**

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

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

7. **RESUBMISSION AND WITHDRAWAL OF BIDS:**

a. Re-submission of bid by the bidder for any number of times before the final date and time of submission is allowed.

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

c. 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.

d. The Bidder can withdraw his/her 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.

8**.** **OPENING OF THE BID:**

a. 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.

b. The bid opener has to log on to the portal to decrypt the bid submitted by the bidders.

c. The bidders & other users can view the summary of opening of bids from any system. If the bidders desire so they can be present during the bid opening at the opening location.

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

e. In case bids are invited for more than one package the order for opening of the "Bid' shall be that in which they appear in the "Invitation for Bid".

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

9**.** EVALUATION OF BIDS:

a. All the opened bids shall be down loaded and printed for taking up evaluation. The Procurement Officer-Openers shall sign on each page of the documents downloaded and furnish a certificate that the documents as available in the portal for the tender have been down loaded.

b. The Procurement Officer-Evaluators shall take up evaluation of bids with respect to the qualification information and other information furnished subject to confirmation of the **Earnest Money Deposit (EMD)**

c. After receipt of confirmation of the **Earnest Money Deposit (EMD)**, the bidder may be asked in writing to clarify on the documents provided in the 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.

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

e. The evaluation of Bids does not exonerate bidders from checking their original documents at later date. If the bidder is found to have misled the Officer Inviting Tender providing wrong information/documents action as per relevant clause of DTCN / lFB shall be taken against the bidder.

10. **NEGOTIATION OF BIDS:**

a. For examination, evaluation and comparison of bids, the Officer Inviting Tender may, at his discretion, ask the lowest bidder for clarification of his Quoted Rates including reduction of rate on negotiation.

11. Decided As per Office Memorandum No–**173/W dt.03.01.2026** of Works Department, Govt. of Odisha.

12. **NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT**

a. The Engineer-in-Charge shall notify award of the work by e-mail confirmed by registered letter. The Letter of Acceptance will state the sum that the Engineer-in-Charge will pay the successful bidder as prescribed' by the contract & required 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.

b. The bidder whose tender is selected for acceptance will be intimated within seven days from the finalization of tender. The Security Deposit as Initial Security Money Initial Security Deposit (@1% of estimated cost) subjected to deduction of @3% of Security from the total bill amount of lowest bidder awarded him/ her to the work and the amount withheld, according to the provision of P1 Agreement shall be retained as Security for the due fulfillment of this contract. The written agreement to be entered shall be the foundation of the rights of both the Successful Bidder and the Govt. and the contract shall be deemed to be incomplete until the agreement has first been signed by the Successful Bidder and then by the proper officer authorized to enter into the contract on behalf of the Govt.

c. After fulfillment of all necessary requirements the Successful Bidder shall be issued with a "Letter of Proceed" or "Work Order" by the Engineer-In-Charge with copy thereof to the Procurement Officer/Publisher/Officer Inviting Tender. The Procurement Officer/Publisher shall up load the summary and declare the process as complete.

d. The Security Deposit will be refunded after One year from the actual date of completion of the work in all respect provided the final bill is paid 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 Successful Bidder 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 Department Order No.17823/WE dt.11.10.2006).

13. No Bidder will be permitted to furnish their tender in their own manuscript.
14. All taxes, fees, royalties payable under the local rule including Income taxes & Surcharges as applicable, Labour Cess etc. will be borne by the Successful Bidder as admissible. It is implied that the quoted rates are inclusive of such elements. However, GST will be paid extra **@18%** on total quoted value.
15. **BID VALIDITY:** All tenders received will remain valid for 90 days from the last date of receipt of tenders and validity of tenders can also be extended if required without any monetary compensation.
16. Successful bidder desirous to hire machineries or equipment from outside the State are required to furnish 2% (Two percent) of the amount put to tender as bid security before signing the agreement.
17. The bidder 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 or Under Secretary and above in the Water Resources Department, Govt. of Odisha**. (FORM H)**
18. The Department reserves the right of authority to reject any or all tenders received without assigning any reason whatsoever.
19. The bid 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, PAN Card 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 along with the tender obtaining from the Executive Engineer concerned.
20. Failure to submit 'Bid Security Declaration' by the tenderer 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) If the successful 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 suspended for the period of time fixed by the authority from being eligible to submit bids for the contracts.
21. Bidder, whose tender is accepted, must submit "Programme of Work" at the time of execution of agreement in prescribed format for approval of Engineer-in-charge.
22. The Successful Bidder 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.
23. The date of commencement of work shall be as notified in work order.
24. On signing the agreement, the site will be handed over to the Successful Bidder for execution and completion of works in all respect.
25. On no account, the contract work should be sublet to anybody. In such an event the contract may be rescinded.
26. 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 the contract rates. The Successful

Bidder shall not be entitled for any compensation on this account, except grant of extension of time were considered necessary.

27. For the purpose of jurisdiction, in the event of any dispute (after the contract is deemed to have entered into by both parties) it shall be within the State of Odisha.
28. Under section12 of contract labour (Regulation and Abolition Act 1970) the Successful Bidder who undertakes execution of work through labour, should produce valid labour license from licensing authority of labour Department.
29. Compensation in any form to any workmen shall be borne by the Successful Bidder as per the Workmen's Compensation Act. The Successful Bidder shall be fully liable to indemnity the department for payment of any compensation under Workmen's Compensation Act VIII of 1923 on account of the workmen being employed by him/her and the full amount of compensation paid shall be recovered from the Successful Bidder. In the event of any claim before any court of law, the claim amount shall be kept withheld till final disposal.
30. The Successful Bidder shall 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 laborers engaged by him for the work.
31. In case of any complaint by the labourers about the non-payment of wages as per latest Minimum Wages Act, the Superintending Engineer shall have the right to investigate and if the Successful Bidder is found to be in default, the Superintending Engineer may recover such amount due from the Successful Bidder and pay such amount to the labourers directly under intimation to the local Labour office of the Govt. The decision of the Superintending Engineer is final and binding on the Successful Bidder.
32. The Successful Bidder will have to submit to the **Superintending Engineer, Mechanical Division, Rengali** monthly return of labour both skilled and unskilled employed by him on the work.
33. The Successful Bidder Should Keep himself in touch with the Engineer-In-charge for smooth execution of the work and arrange adequate labour depending on the workload and working space available. No claim for detention for labour on any account will be entertained.
34. No compensation will be paid by the Department for any damage done by rain, flood and cyclone & earthquake tide or by any other natural calamities during the execution of the work. The Successful Bidder shall make his own arrangement to shift men and machineries at his own cost before, during and after natural calamities.
35. 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.
36. The Successful Bidder 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.
37. The Successful Bidder shall bear various incidentals, sundries and contingencies necessitated by the work in full within the following or similar category.
    a. Rent, royalties and other charges of materials, entry tax & all other taxes including labour cess, 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 Successful Bidder for collection of materials, storage, housing of staff other purpose of the work. No Successful Bidder will however be liable to pay for temporary occupation of land owned by Govt. at the site of the work.

b. Labour camps or hutments including conservancy and sanitation arrangements up to the satisfaction of the local health authorities should be arranged by the Successful Bidder.
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 laborer engaged for the work.
f. Suitable fencing, barriers, signals including paraffin and electric signals where necessary at work and approaches in order to protect public and employees from accident.
g. Compensation including cost of any suit for injury to persons or property due to neglect of any major precautions also becomes payable due to operation of the Workmen Compensation Act.
h. The Successful Bidder has to arrange adequate lighting arrangement for the work wherever necessary at his own cost.

38. In case of delay in acquisition of land handing over possession of work site no compensation will be admissible but extension of time will be allowed if applied in prescribed format within due time to keep the contract in force.
39. 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 Successful Bidder shall use such materials at the stock issue rate fixed by the Department by adding +10 percentages in a particular item of work or market rate whichever is higher.
40. If the Successful Bidder 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/she 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 it any time from the sum that may be due then or at any time thereafter become due to the Successful Bidder or from his security deposit or from his other available dues with the Department.
41. Over and above these conditions including the Technical Specifications the terms, conditions, rules and regulations and specifications laid down in I.S.I. code is also binding on the part of the Successful Bidder.

42. The rates quoted by the Successful Bidder shall be deemed on all the materials that he will have to purchase for performance of this contract.

a. Deduction of Labour Cess will be made from each running account bill for the work @1% (one percent).
b. Deduction of security deposit will be made @3.0%/ 5.0% from each bill.
c. Deduction of income tax at source 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 2.0%).

43. The amount on royalties of different materials as utilized by the Successful Bidder 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.

44. Schedule of quantity accompanies the tender notice: It shall be definitely under stood 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. Before procurement of Construction materials, their Samples are to be deposited by the Successful Bidder to the concerned Sub-Divisional Officer for testing & acceptance noting the name of the quarry under his dated initial. The testing & transportation charges will be borne by the agency.

45. 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.

46. All preliminary works such as vats, mixing platforms etc are to be done by the Successful Bidder at their own cost. No payment will be made for benchmarks, level pillars, profiles, benching and leveling the ground where required.

47. After the work is finished all surplus materials shall be handed over by the Successful Bidder to the concerned Sub-Divisional Officer or to his authorized Assistant Engineer (Civil) / Junior Engineer (Civil) and debris should be removed from 100m 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.

48. The Successful Bidder to supply necessary labour and materials for the purpose of alignment laying and recording of levels whenever required at his own cost.

49. The Successful Bidder should arrange necessary tools and plants such as Pumps, concrete breakers, Trucks, compressors, crane 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 Successful Bidder. Any deviation from this may lead recession of contract. In the event of delay in supply of design, reasonable extension of time shall be granted on the application of the Successful Bidder. But no claim for monetary compensation will be entertained under any circumstances.

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

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

52. It shall be distinctly understood that it is entirely the responsibility of the Successful Bidder 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.

53. The Successful Bidder 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.

54. Dewatering from the foundation of structures when and where necessary during execution will have to be done by the Successful Bidder and no extra payment will be made on that account. The term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation water.

55. The quoted percentage for the work will deem to include all incidental items which may be necessary such as bailing out of water from foundation, construction of bench marks, level pillars, profiles, benching & leveling of ground etc. where required. The incidental items mentioned here in any only indicative & not exhaustive. No extra payment or claim will be admissible on these grounds.

56. No claim for idle labour etc. on any account will be entertained by the Department.

57. The language of all bidding documents and bidding process shall be in English for all purposes. The tender submitted in any other language except English shall not be accepted.

58. The Successful Bidders are required to go through each clause of PWD Form P1 carefully in addition to the clauses here in before & herein after provided as these are deemed to be the part of the contract.

59. The clause of printed form of P1 Contract with latest addition/ Deletion / corrections /substitution etc. will also be binding.

60. In case of discrepancy revealed between P1 Form and Detailed Tender Call Notice (DTCN), condition in P1 form shall prevail over the Detailed Tender Call Notice (DTCN).

61. Percentage Rate Contract (vide Works Department Letter No.8310 dt.17.05.2006) In case of Percentage Rate Tender.

    a. The Bidder has to mention percentage excess or less over the estimated cost (In figures as well as words) in prescribed format of the Bill of Quantity (BQQ) appended to the tender document.

    b. Only percentage quoted shall be considered. Percentage quoted by the Bidder should be accurately filled-in figures and words, so that there is no discrepancy.

        i. If any discrepancy is found in the percentage quoted in words and figures, then the percentage quoted by the Bidder in words shall be taken as correct.

        ii. The Bidder will write percentage excess/less up to two decimal points only. If he writes the percentage excess / less more than two decimal points, the first two decimal points shall only be considered without rounding off. '

        iii. The tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections, over writings & interpolations, where unavoidable, should be made by making out, initialing, dating and rewriting.

    d. In the contract P1 time is the essence. The Successful Bidder is required to maintain ascertain rate of progress specify in the contract.

    e. The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.

f. The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of next higher authority.
g. Bills for percentage rate tenders shall be prepared at the estimated rates of individual items only and the percentage excess or less shall be added or subtracted from the gross amount of the bill.

62. An SSI Units registered under DIC/ NSIC/ MSME for Irrigation Shutters / Hydro Mechanical gates may be black listed as per Amendment made to Appendix XXXIV to OPWD Code Vol.-II on Rules for Black Listing of Contractor / SSI Units registered under DIC/ NSIC/ MSME vide Letter No.3365 Dt.01.03.2007 of Works Department, Odisha. As per said amendment a Contractor/ SSI Units registered under DIC/ NSIC/ MSME may be blacklisted:

a. Misbehavior / threatening to Departmental & supervisory officers during execution of work/ tendering process.
b. Involvement in any sort of tender fixing.
c. Constant non-achievement of milestones on insufficient and imaginary grounds and non- adherence to quality specifications despite being pointed out.
d. Persistent and intentional violation of important conditions of contract.
e. Security consideration of the State i.e. any action that jeopardizes the security of the State.
f. Submission of false/ fabricated *I* forged documents for consideration of a tender.

SECTION-2
INFORMATION AND INSTRUCTION TO BIDDERS

1. Preparation of Tender Documents

The intending bidders shall log into the e-procurement portal identified as https://tendersodisha.gov.in and download the Bid (Technical) and BOQ. As per the requirement of the bid document the bidder will fill up the required information. The bidders are required to scan and upload the following documents along with the bid, failing which the bid will not be considered for evaluation.

1. Copy of Registration Certificate of SSI Units registered for execution of Repair and Maintenance of Shutters of Irrigation structure/ gate for Irrigation Canal structure /Shutters of river Sluices/ Hydro-mechanical gates. The SSI Unit must have his/her Own Workshop.
2. Copy of up-to date GST Registration/ Clearance Certificate.
3. Copy of valid labour license from the Competent Authority.
4. Copy of valid Registration Certificate with Provident Fund Authority.
5. Original Affidavit to abide by the safety guidelines (Form A).
6. Copy of valid ESI Registration Certificate from Competent Authority
7. Copy of PAN Card.
8. Copy of document indicating Residential Address (Form B).
9. Copy of undertaking to mobilize workmen at work site within 10 (Ten) days from the date of issue of work order (Form C).
10. Original Affidavit to be furnished that all documents submitted are genuine (Form D).
11. Original Affidavit to be furnished for not being blacklisted as per codal provision of OPWD Code Appendix XXXIV (Form E).
12. Copy of Annual Turnover Certificate from any Registered Chartered Accountant.
13. No Relation Certificate as prescribed in (Form-H).
14. Affidavit from Notary/Judicial Magistrate mentioning details of ongoing mechanical works executed in the prescribed proforma (Form I).
15. The list of similar works executed during any one financial year within last 5 financial years including the current financial year in prescribed proforma (Form J).
16. Certificate for availability of Credit facilities (Form-N).

Following documents are required to be submitted by the successful bidder before signing the agreement.

(i) Detailed planning of men, machinery and materials (Work Programme) for executing The work (FORM G, Annexure-A & Annexure-B)

The Tender Inviting Authority may call for submission of following documents from the successful bidder: -

i) Structure & Organization Details of the Firm (Form K).

ii) Financial Statement of the Firm for the last 5(Five) years (Form L).

The bidder is also required to scan and upload any other required documents as specified in the bid document.

2. Method of submission of Tender Documents

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

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

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

2.4 If the intending Bidder 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 bid documents.

2.5 If the intending Bidder 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 the bid document.

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

2.7 As the period of execution is 02(Two) calendar months, so there is no provision of payment of escalation.

2.8 The agency will install display board mentioning information about the work at work site after drawl of the agreement at his/ her own cost.

3. Opening of Tender Documents. The Bid will be opened on **02.11.2026 at 11.30A.M** onwards by the Additional Chief Engineer, Mechanical, in the Office of the **Additional Chief Engineer, Mechanical Circle, Hirakud** and opening of Bids of all qualified bidders shall be intimated after evaluation of Bid.

4. Each bidder should demonstrate:

a. The bidder is required to upload the scanned attested copy of authentic work performance record of completed works duly certified by the concerned Executing Authority of Govt. /Semi Govt. / Govt. Undertakings in support of such experience as mentioned in Clause.4. A. The bidder shall have to produce the original documents in support of scanned copies and statements uploaded in the portal for verification on demand after opening of the technical bid. Failure to produce the original documents within the scheduled time will result in non-consideration of the tender. The work performance certificate should be furnished in the prescribed format in FORM J.

FORM I

N.B. => In case of non-disclosure/ hiding of information on any existing commitments and ongoing works to mislead the Tender Inviting Authority, if detected later, then tender will be liable for rejection.

i. The bidder has to furnish **Affidavit** along with the Bid in support of authenticity of the tender documents as per FORM D.

ii. The bidder must furnish an **Affidavit** that information on all the existing commitments and ongoing works has been furnished by him in the prescribed proforma (FORM I) of the bid document.

iii. Bidders are NOT entitled for exemption from payment of Security Deposit/ APS/T ender Paper Cost. Exemption criteria issued by any authority will not be accepted as per DOWR Letter No 14318 dated 24.05.2018 and Bidders have to furnish Bid Security Declaration in lieu of EMD as per Finance Department O.M. No.8943 dt.18.03.2021

5. Final Decision-making authority

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

6. ISSUE OF ADDENDA / CORRIGENDA/ CANCELLATION NOTICE:

The Officer inviting the tender may publish any addendum / corrigendum/ cancellation of tender in the notice board and in the web-sites www.tendersodisha.gov.in and such notice shall form part of the bidding documents.

Schedule XLV- Form No.61

SECTION-3

ODISHA PUBLIC WORKS DEPARTMENT

(FORM P-1)

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

GENERAL RULES & DIRECTIONS FOR THE GUIDANCE OF SSI UNITS REGISTERED UNDER DIC/NSIC/ MSME

1. The work proposed for execution by contract will be notified in a form of e-procurement notice through the Government web site http://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 Bidder and the percentage if any to be deducted from bills. Copies of the specifications, designs and drawings if any 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 bidders 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 Successful Bidder 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 from 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. Any person who submits a tender shall fill up the usual printed form stating at what rate he is willing to undertake the work. Incomplete tender and tender rate he is willing to undertake the work specified in the said form of invitation to tender or which contains any other conditions of any sort, or omit to note the time within which the work can be finished or which are not accompanied by the required earnest money will be liable to rejection. No single tender shall include more than one work. But bidders who wish to tender for two or more works shall submit a separate tender for each work. Tender shall bear the name of the work to which they refer should be written outside the envelope.
6 The Additional Chief Engineer or his duly authorized assistant will open the tenders in the presence of any intending bidders who may be present at the time and will enter the amounts of the several tenders in a comparative statement in a suitable form

7. The Additional Chief Engineer shall have the right of rejecting all or any of the tenders.

8. In the event of a tender being selected for acceptance the Superintending Engineer who opened the tenders will, if he is competent to accept the tender, inform the Tenderer of the selected tender who shall there upon sign copies of the specification and other documents with the tender. The Tenderer of the selected tender shall also deposit the required amount of the security money within the prescribed time. If the Successful Bidder 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 recommend 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 within the prescribed time. The tender with the specification and other documents signed by the Tenderer will then be forwarded for acceptance to the Engineer who is competent to accept the same. If the said Engineer rejects the tender the security money deposited shall be refunded to the Successful Bidder.

9. When a tender is selected for acceptance, the Tenderer shall deposit the required amount of the security money. No tender shall be finally accepted until the required amount of the security money has been deposited.

10. The amount of security money to be deposited by the tenderer whose tender is selected for acceptance shall be 1% of the accepted value of the work. This amount shall be deposited by the Tenderer within such time as may be notified to him by the officer opening the tender, failing which tender shall be liable for rejection. Performance Security Deposit, after completion of contract with the Successful Bidder, may be made up by deduction from the bills (each payment to be made to him) as prescribed in the memorandum under the contract. Any balance of the security money outstanding after completion of the contract with the Successful Bidder may be made up by deduction of 3%/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 Successful Bidder.

11. When tender has been selected for acceptance and the required amount of the security money has been deposited, the Engineer shall scrutinize all pages of the form of percentage rate tender and contract for works to see that the form has been properly filled up and signed by the Tenderer 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.

12. 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 is 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)

13. T.D. S (Tax Deducted at Source) towards GST will be deducted at the prescribed rate in the GST Act 2017 & as amended from time to time.

SECITION-4
QUALIFYING CRITERIA

a. The intending bidders shall furnish all documents as prescribed under Section-2 of this Bid document.

b. Annual Turnover:

To Qualify for award of the Contract, the Bidder in his/her name should have in any year within the last 5 (Five) years {From F.Y. **2021-2022** to F.Y .**2025-26**} achieved Minimum Annual Turnover [In all Hydro Mechanical Engineering Construction Works Only] of **Rs.12,54,053.00** at F.Y. **2025-26** (F.Y of Invitation of Tender) Price level in any one Financial Year i.e. 1.5 times the value of the works put to Tender. Weightage of 10% per Year shall be given on financial Turnover of previous years to bring them to Current Price level. (Form L)

Price Level Weightage:

Following Enhancement factors will be used for the Costs of works executed & the financial figures to a common Base value:

Year Before	One	Two	Three	Four	Five
Multiplying Factor	1.10	1.21	1.33	1.46	1.61

c. Satisfactory Completion of similar works

The Bidder shall furnish List of ALL "Satisfactory Completion Certificates" of "Similar Works" executed during within Last 5(Five) years including the Current Financial Year from the Competent Authority. (Form J)

The Bidder should have the experience of Satisfactory Completion of Similar nature of a Hydro Mechanical gate Works during Any One Financial Year within last 5(Five) Financial Years including the Current Financial Year as mentioned below:

A	Three Similar Satisfactorily Completed Works each costing NOT Less than the amount equal to	40% of the Present Bid Value
B	OR Two Similar Satisfactorily Completed Works each costing NOT Less than the amount equal to	60% of the Present Bid Value
C	OR One Similar Satisfactorily Completed Works costing NOT Less than the amount equal to	80% of the Present Bid Value

One work will be treated as satisfactorily completed, if 90% of the Contract Value of the work is completed.

Weightage of 10% per year shall be given on financial turnover of previous years to bring them to the current price level as mentioned under, Sl. No. 2 of Section-4. Copy of "Satisfactory Completion Certificate" from the Concerned Executive Engineer & higher authorities of respective Department shall be considered. In case of PSUs & Corporations, the "Satisfactory Completion Certificate" from Competent Project Authorities shall be considered. All these "Satisfactory Completion Certificates" are to be uploaded by the Bidder. (Form J). Failure to upload the said documents in support of execution of similar nature of work will result in rejection of his bid.

3. Similar Works means:

(a) *Repairing of Hydro Mechanical gates*:

The Bidder should have executed repair of similar type of Hydro Mechanical Gates

(b) *Manufacturing/Fabrication & Erection of Hydro Mechanical Gates*:
The Bidder should have executed Manufacturing/ Fabrication & Erection of Similar type of Hydro Mechanical Gates

(c) *Manufacturing /Fabrication & Erection of 2nd Stage Embedded parts of Hydro Mechanical Gates:*
The Bidder should have executed both Manufacturing/ Fabrication & Erection of 2nd Stage Embedded parts of similar type of Hydro Mechanical Gates

(d) *Manufacturing/ fabrication & Erection of Hoisting Equipment, Stop Logs & Gantry Crane etc:*
The Bidder should have executed both manufacturing/ Fabrication & Erection of Hoisting Equipment, Stop Logs & Gantry Cranes etc. of Similar type

(e) *Execution of Sand Blasting, Painting, Greasing & Application of Cadmium Compound:*
The Bidder should have executed Sand Blasting, Painting, and Greasing & Application of Cadmium Compound for Hydro Mechanical Gates.

d. The bidders must have executed the similar nature of 'New installation of HR/CR/SS Gate work of Hydro-Mechanical gates as details mentioned in BOQ of this work for consideration of evaluation

e. <u>Affidavit.</u>

The bidder has to furnish as Affidavit (FORM I) from Notary/ Judicial Magistrate mentioning details of ongoing mechanical works executed by the agency at the time of submitting Bid. The affidavit should contain name of the organization where the bidder is executing the ongoing works, agreement number and date, value of the agreement, date of commencement and date of completion, value of work completed so far against the ongoing contract. The work order issued (if any) in favour of the firm will be cancelled, if at any stage of execution of the work, it is found that the bidder has submitted false information in the affidavit.

f. <u>Combined Bid Evaluation</u>:

To qualify this Contract & other Multiple Contracts for which Bids are invited in this E-procurement Notice (Bid Identification No.**ACEMC/MDRGL-07/2026-27)**, the Bidder must demonstrate his/her Experience & how he/she shall meet the Resources sufficient to meet the *aggregate of the Qualifying Criteria* for the individual Contracts for value above **Rs.5.00 lakh**.

SECTION- 5
CONDITION OF CONTRACT

Clause 1- All compensation or other sum of money payable by the Successful Bidder 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 Successful Bidder 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 Successful Bidder shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by, sale of the security deposit or any part thereof.

Compensation for delay

Clause 2 (a) The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Successful Bidder and shall be reckoned from the date on which the written order to commence work is given to the Successful Bidder. 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 Successful Bidder and the Successful Bidder shall pay as compensation an amount equal to ½ % on the amount of the estimated cost if the whole work as shown by the tender for every day that the work remains un-commenced, or unfinished after the proper dates (The work should not be considered finished until such date as the Superintending Engineer shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by the Superintending Engineer, or his authorized, agents are fully complied with by the Successful Bidder to the Superintending Engineer's satisfaction). And further to ensure good progress during execution of the work the Successful Bidder 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 Successful Bidder 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 Successful Bidder 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 Successful Bidder shall have tendered himself liable to pay compensation amounting to the whole of his security deposit in the hands of Govt. (whether paid in one sum or deducted by installments) the Superintending Engineer on behalf of the Governor of Odisha, shall have power to adopt any of the following courses as he may deem best suited to the interest of Government.

Action when whole security deposit is forfeited

(i) To rescind the contract (of which rescission notice in writing to the Successful Bidder under the hand of the Superintending Engineer shall be conclusive evidence) 20% of the value of left over work will be realized from the Successful Bidder 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 Successful Bidder 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 Successful Bidder 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 the Successful Bidder 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 Successful Bidder.

(iii) To measure up the work of the Successful Bidder, 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 SSI Units registered under DIC/ NSIC/ MSME to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the Successful Bidder 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 Successful Bidder 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 Successful Bidder 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 Successful Bidder 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 the Successful Bidder 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.

Power to take possession of or require removal of or sell Successful Bidder plants

Clause-3 In any case in which any of the powers, conferred upon the Executive Engineer by clause 3 thereof, shall become exercisable and the same shall not be exercised the non-exercise thereof shall not constitute a waiver of the conditions here of and such powers shall not withstanding be exercisable in the event of any failure cases if defaults by the Successful Bidder 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 Successful Bidder for past and future compensation shall remain unaffected in the event of the Superintending Engineer putting in force the powers

vested in him under the preceding clause he may if he so desire, take possession of all or any tools, plants, materials & stores, in or upon the works or the site thereof or belonging to the Successful Bidder 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 Superintending Engineer whose certificate thereof shall be final; otherwise the Superintending Engineer may give notice in writing to the Successful Bidder 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 Successful Bidder failing to comply with any requisition to the Superintending Engineer may remove them at the Successful Bidder's expense or sell them by auction or private sale on account of the Successful Bidder 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 Successful Bidder.

Clause-4 Deleted

Clause-5 On completion of the work, the Successful Bidder 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 Successful Bidder 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 Successful Bidder 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 Successful Bidder, remove such scaffolding surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt's as aforesaid and the Successful Bidder shall forth with pay the amount of all expenses incurred and shall have no claim in respect of any such scaffolding, or surplus materials as aforesaid except for any sum actually realized by the sale thereof

Final Certificate

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

Sub clause-5 "If in the opinion of the Engineer-in-charge which shall be final and binding on the Successful Bidder, 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 Successful Bidder at his own cost within six months from the date of completion of the whole work provided that the Successful Bidder 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 Deleted

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 Successful Bidder within one month after completion of the work.

Clause-8 Deleted

Clause - 8(a) **Deleted**

Clause-8(b) Deleted

Clause-9 The Successful Bidder 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 Successful Bidder shall also confirm exactly fully and faithful to the design, drawings, if any & instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the Successful Bidder shall be entitled to have access at such office for the purpose of inspection during office hours and the Successful Bidder 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, if any and instructions as aforesaid.

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

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

Clause-10 The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawing, designs, if any and instruction that may appear to him to be necessary advisable during the progress of the work and the Successful Bidder 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 Successful Bidder may be directed to do in the manner above specified as part of the work shall be carried out by the Successful Bidder 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.

Alteration in specification and designs

Extension of time in consequence of alterations

And if the additional work includes any class of work for which no rate is specified in this contract then such class of work shall be carried out at the rates entered in the sanctioned schedule of rates of the locality during the period when the work being carried on and if such last mentioned class of work is not entered on the scheduled of rate of the district then the Successful Bidder 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

Do not invalidate contract

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

manner as he may consider advisable. No deviations from the specification stipulated in the contract or additional items of work shall ordinarily be carried out by Successful Bidder 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.

The Successful Bidder 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 Successful Bidder 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 Successful Bidder 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.

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

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 Successful Bidder 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, if any and instruction which shall involve any curtailment of the work as originally contemplated.

Action and compensations payable in case of bad work.

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 otherwise not in accordance with the contract, the Successful Bidder shall on demand in writing from the Engineer-in charge specifying the work materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for 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 Successful Bidder 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 materials

or articles complained of as the case may be at the risk and the expense in all respects of the Successful Bidder.

Clause-13

Works to be open to inspection

Successful Bidder or responsible agents to be present

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 Successful Bidder shall at all times during the usual working hours, and at all other times at which reasonable notice of intention of Engineer-in charge or his subordinates to visit the works shall have been given to

The Successful Bidder 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 Successful Bidder's agent shall be considered to have the same force as if they had been given to the Successful Bidder himself.

Clause-14

Notice to be given before work is covered up

Successful Bidder liable for Damage done and for imperfections for 6months after certificate.

The Successful Bidder shall give not less than five days' notice in writing to the Engineer-in-charge or his subordinate in-charge of the work before covering up or otherwise placing beyond the reach of measurement of any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or 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 Successful Bidder'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.

Clause-15

If the Successful Bidder 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 Successful Bidder shall make the same good at his own expense, or in default the Engineer-in-charge may cause the same to been 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 Successful Bidder, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof and the Successful Bidder shall be liable to pay any part of the expenses not so recovered by the Engineer-in-charge.

Clause-16

Successful Bidder to supply plants, ladders, scaffolding etc.

The Successful Bidder 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

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

necessary for the purpose of satisfying or complying with the requirement of the Engineer-in-charge as to any matter as to which under this conditions he is entitled to be satisfied which he is entitled to require together with carriage therefore to and from the work. The Successful Bidder 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 Successful Bidder and the expenses may be deducted from any money due to the Successful Bidder under the contract or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The Successful Bidder shall also provide all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defense 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 Successful Bidder 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 Successful Bidder shall not employ for the purpose of this contract any labour below the age of twelve year, and shall pay to each labourer; for the work done by such labour, wages not less than the wage paid for similar work in the neighborhood.

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

The Executive Engineer shall have the right to enquire into and decide any complaints alleging that the wages paid by the Successful Bidder to any laborer 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 laborer employed by the Successful Bidder is below the age of twelve years and to refuse to allow any laborer whom he decides to be below the age of twelve years to be employed by the Successful Bidder.

Clause-17(a) Deleted

Clause-17 b) Deleted

Clause-18 The Successful Bidder shall not be assigned or sublet without the written approval of the Executive Engineer and if the Successful Bidder 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 Successful Bidder 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 Executive Engineer may thereupon by notice in writing rescind the contract and the

Successful Bidder may be rescinded and security deposit forfeited subletting bribing or if Successful Bidder become in solvent

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

security deposit of the Successful Bidder 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 Successful Bidder, shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

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.

Changes in constitution of firm

Clause-20 In the case of a tender by partners any changes in the constitution of the firm shall be forthwith notified by the Successful Bidder 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 Successful Bidder shall there upon stand forfeited and be absolutely at the deposal of Government and the same consequences shall ensure as if the contract had been rescind under clause 3 hereof and in addition the Successful Bidder shall not be entitled to recover or be paid for any works therefore actually performed under the contract.

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 Successful Bidder 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

Lump sums in estimates

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 Successful Bidder with regard to any sum's payable to him under the provisions of this clause.

Clause-24 In the case of any class of work for which there is no such specification as is mentioned in 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

Definition of works

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.

Clause-26 Government shall be entitled to recover in full from the Successful Bidder 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 Successful Bidder at his own cost for his labour camp.

Clause-30 The Successful Bidder shall bear all taxes including sales tax, income tax, royalty, fair weather charges and tollage, where necessary.

Clause-31 **Deleted**

Clause-32 After the work is finished all surplus material and debris are to be removed by the Successful Bidder and preliminary works such as vats, mixing platforms etc. are to be dismantled and all materials removed from site. The ground up to 100m wide from the building should be cleared and dressed.

FAIR WAGE CLAUSE

Clause-33

a. The Successful Bidder shall pay not less than fair wage to laborers 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 Successful Bidder shall not withstanding the provisions of any contract to contrary cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub agency 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 Successful Bidder's part of this agreement, the Successful Bidder 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 unauthorized 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 Successful Bidder, 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 Successful Bidder 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 agency.

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. Under the provision of the Minimum Wages Act, 1948 & minimum wages (Central Rules, 1950) the Successful Bidder is bound to allow or cause, to allow to the laborers directly or indirectly employed in the works one day rest for six days continuous work and pay wages at the same rate as for duty, in the event of default. The Superintending Engineer or Sub-Divisional Officer concerned shall have the right to deduct the sum not paid on account of wages for weekly holiday to laborers and pay the same to the persons entitled there to from any money due to the Successful Bidder.

h. The Successful Bidder shall at his own expense provide or arrange for the provision of foot wear for any labour doing the gates fabrication and erection works (The Successful Bidder has undertaken to execute under this contract) to the satisfaction of the Engineer-in-charge.

i. The Successful Bidder 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 .(5) No female workers should be allowed to work in gate fabrication, erection and repair works.

(j) In respect of all labour directly employed in the works for the performance of the Successful Bidder's part of this agreement, the Successful Bidder 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 Successful Bidder. This will apply to work places having 50 or more workers.

MODEL RULES FOR HEALTH & SANITARY ARRANGEMENTS FOR WORKERS

1. **Application:** These rules shall apply to all construction work in charge of Odisha Public Works Department which is 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 is employed in connection with construction work.

3. **First Aid:** (a) At every work place there shall be maintained in a readily accessible place first aid appliances including an adequate supply or sterilizer dressing and sterilized cotton wool. The appliances shall be kept in good order and in large work places they shall be readily available during working hours.
(b) At large work places where hospital facilities are not available within easy distance of the workers, first aid posts shall be established and run by a trained compounder
(c) Where large work places are remote from regular hospitals an indoor ward shall be provided with one bed for every 250 employees.
(d) Where large work places are situated in cities towns or in their suburbs and no beds are considered necessary owing to the proximity of city, town hospitals, and an ambulance shall be provided to facilitate removal of urgent cases to these hospitals. At the work place some conveyance facilities such as

a car shall be kept readily available to take injured persons or person to the nearest hospitals.

4. **Drinking Water:**

a. In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of water fit for drinking.

b. Where drinking water is obtained from an intermittent public water supply each work place shall be provided with storage where such drinking water shall be stored.

c. Every water supply of storage shall be at a distance of not less than 50 feet from any latrine, drain or other sources of pollution where water to be drawn from an existing well which is within such proximity of latrine drain or any other sources of pollution the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with tray door which shall be dust and water proof.

d. A reliable pump shall be fitted to each covered well the tray door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

e. The temperature of drinking water supplied to workers shall not exceed 90 F.

5. **Washing and Bathing Place:**

(i) Adequate washing and bathing places shall be provided.

(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 latrine and urinal in an accessible place; and the accommodation, separately for each of them shall not be less than the following.

a. Where the number of persons employed does not exceed 50. No. of seats 1

b. Where the number of persons employed exceeds
50 but does not exceed 100 No. of Seats 3

c. For every additional 100 No. of seats 3/100

(In particulars cases the Superintending Engineer shall have
The power to vary the scale where necessary)

7. **Latrines and Urinals:** Except in work places provided with water flushed latrines connected with 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 outside at least once a year.

8 **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.

9 **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 of 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 then covering it up with a layer of earth for a fortnight (when it will turn in to manure).

10 **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

laborers. The height of the shelter shall be less than 11 feet from the floor level the lowest part of the roof.

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

LABOUR REGULATIONS

1. **Short title**: - These regulation may be called "The Odisha Public Works Department / Electricity Department Contractor/ SSI Units registered under DIC/ NSIC/ MSME's Regulations".
2. **Definition:** In these Regulations, unless otherwise expressed or indicated the following words and expressions shall have the meaning hereby assigned to them respectively that is say:

a. "Labour" means workers employed by a Successful Bidder for the work directly or indirectly through a sub-agency or other person, by an agent on his behalf.

b. Fair wages means wages whether for time or piece work prescribed by the **Mechanical Division, Rengali** provided that where high rates have been prescribed under the minimum wages Act 1948 wages at such higher rates would constitute fair wages

c. "Successful Bidder" shall include every person whether a sub-agency or headman or agent employing labour on the work taken on contract.

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

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

The Successful Bidder shall: -

a. Before he commences his work on contract display, and correctly maintain and continue to display in a clean and legible condition in a conspicuous place on the work, notice in English and in the local Indian language spoken by the majority of the workers giving the rate of wage prescribed by State Public Works Department/ **Mechanical Division, Rengali** 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 Wage: -

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

(b) All wages shall have to be paid in cash in current coin or currency

5. Fixation of wages periods: -

(a) The Successful Bidder 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 Successful Bidder the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.

(e) All payment of wages shall be made on a working day.

6. Wage book and wage cards etc.

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

i) Rate of daily or monthly wages.

ii) Nature of work on which employed.

ii) Total number of days worked during each wage period.

iv) 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.

v) Wage actually paid for each wage period.

b. The Successful Bidder shall also maintain a wage card for each worker employed on the work.

c. The Executive Engineer may grant an exemption from the maintenance of wage bond, wages cards to a Successful Bidder 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.

a. The wages of a worker shall be paid to him without any deductions of any kind except the following.

i) Fines.

ii) 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.

iii) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody' or for loss on money for which he is required to encounter where such damage or loss is directly attributable to his neglect or default.

iv) Any other deduction which the Odisha Government may allow from time to time.

b. 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.

c. The total amount of fines which may be imposed in any one wage period on a works shall not exceed an amount equal to Five paisa in a rupee of the wages payable to him in respect of that wage period.

d. 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.:**

a. The Successful Bidder 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.

b. The Successful Bidder 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 Successful Bidder, sub agency 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 Successful Bidder's bill be made and the wages and other dues be paid to the laborers 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 Successful Bidder.

13. **Inspection of registers:**

The Successful Bidder 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 Successful Bidder 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-34 Deleted

Clause-35 **Deleted**

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 Successful Bidder in consideration of the execution, completion and maintenance of the works by the Successful Bidder 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 an ISD and additional performance security in accordance with the provisions of the agreement.

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

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

b. Standard **P.W.D. Form P1**

2. TIME CONTROL

(Clause 2 (a) of P-1 Contract vide Works Department Office Memorandum No. 24716 dt24.12.2005 and No. 8310 dt.3 17.05.2005)

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 l Successful Bidder. 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 Successful Bidder shall submit to the Engineer-in-Charge for approval and programme commensurate to Clause No. 2.1.3 of P-1' Contract 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 Successful Bidder shall be bound in all cases in which the time allowed for any work exceeds one month to complete, *1/4th* of the whole of the work before 1/4th of the whole time allowed under the contract has elapsed, ½ of the whole of the work before ½ of the whole time allowed under the contract has elapsed ½ the of the whole of the work before ¾ 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 programmed to which consent has been given, the Successful Bidder shall produce, at the request of to such programmed necessary to ensure completion of the works within the time for completion. If the Successful Bidder does not submit an updated programmed 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 overdue programmed has been submitted.

2.1.5. An update of the programmed shall be a programmed 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 programmed shall not alter the Successful Bidder’s obligations. The Successful Bidder may revise the programmed and submit it to the Engineer-in-Charge again at any time. A revised programmed 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 Successful Bidder 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 *I* security deposit absolutely.

2.2.2 As soon as possible after the contract is concluded the Successful Bidder 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 Successful Bidder within the limitations of time imposed in the contract documents and further to ensure good progress during the execution of the work, the Successful Bidder shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programmed 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 Successful Bidder 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 Contractor/ SSI Units registered under DIC/NSIC/MSME or trade men engaged by Engineer-in-Chief, in executing work not forming part of the contract.
v. In case of variation is issued which makes it impossible for completion to be achieved by the Intended Completion Data without the Successful Bidder taking steps to accelerates the remaining work and which would cause the Successful Bidder to incur additional cost, or.
vi. Any other cause, which in the absolute discretion of the authority mentioned, in contract data is beyond the Successful Bidder's control

2.2.4 Request for re-schedule and extension of time, to be eligible for consideration shall be made by the Successful Bidder in writing fourteen days of the happening of the event causing delay. The Successful Bidder 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 Successful Bidder by the Engineer-in-Charge in writing. Within 3 months of the date of receipt of such request, Non-application by the Successful Bidder 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 Successful Bidder.

2.3 **Compensation for delay.**

2.3.1 If the Successful Bidder fails to maintain the required progress in terms of **Clause 2 of P1 contract** 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 of P1 contract** 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

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. The amount of compensation may be adjusted or set-off against any sum payable to the Successful Bidder under this or any other contract with the Government. In case the Successful Bidder do not achieve a particular milestone mentioned in contract data, or the rescheduled milestone (s) in items of Clause 2.5 of P1 Contract 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 Successful Bidder catches up with the progress of work on the subsequent milestone(s), then withheld amount shall be released. In case the Successful Bidder 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 Successful Bidder may require the other to attend a management meeting. The business of a management meeting shall be reviewing the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

2.4.2. The Engineer-in-charge 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-in-charge either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

Clause-2 (b) of Percentage Rate P1 Agreement: - Rescission of Contract (Amendment as per Letter No.10639 dt. 27.05.2005 of Works Department, Odisha):

To rescind the contract (of which rescission notice in writing to the Successful Bidder under the hand of the Executive Engineer shall be conclusive evidence), 20% of the value of left over work will be realized from the Successful Bidder as penalty.

TENDER FOR WORKS

I/ We hereby tender for the execution for the Government of Odisha for the work specified in the underwritten memorandum at the rates specified therein in a period of **02(Two) calendar month** from the date of written order to commence and in accordance in all respects with the specifications designs and other documents referred to in rules thereof and subject to the annexed conditions of contract and with such materials as are provided for by and in all other respects in accordance with such condition so far as applicable.

MEMORANDUM

a. If several sub works are included, they should be detailed in a separate sheet.	a.	Name of Work	**Repair and maintenance of 24 nos. of Radial Gates of Rengali Dam under Superintending Engineer, Rengali Dam Division for the year 2026-27.**
	b.	Estimated Cost (Bill of Quantity)	**Rs.12,54,053.00**
	c.	E.M.D	**Rs.12,600.00**
	d.	Agreement Amount	Rs……
e. This deposited will be 1% of the estimated cost of the work.	e.	Initial security deposited (Excluding earnest money) to be deposited before the commencement of the work.	**As per Finance Dept. OM No. 8943 Dt-18.03.2021**
f. This percentage from bills will be debited to the Successful Bidder's security	f.	Percentage to be deducted from bill 3% / 5%	Rs…….
	g.	Time required for the work from date of written order to commence	Two Calendar Months
	h.	Date of written order of commencement	
	i.	Total No. of work tendered for	**1 (One)**

Signature of Witness to one Successful Bidder's signature	Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed here to so far as applicable or in default thereof to forfeit and pay to the Governor of Orissa or his successors in the office the sum of money mentioned in the said conditions. Dated- Signature of Successful Bidder Witness. Address Occupation
Signature of the officer by whom accepted	The above tender is hereby accepted by me on behalf of the Governor of Orissa Dated- Superintending Engineer Mechanical Division Rengali

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

SECTION-6
TECHNICAL SPECIFICATION

1. GENERAL INFORMATION

1.1 Description of work to be executed 'The work envisages" **Repair and maintenance of 24 nos. of Radial Gates of Rengali Dam under Superintending Engineer, Rengali Dam Division for the year 2026-27.**

1.2 Location of Work Site:
The site is situated nearly **40Km** from **Mechanical Division, Rengali**

1.3 Transport Communication Facilities:
The Successful Bidder has to make arrangement to transport all his construction equipment's, construction Materials and labour to work site at his own cost.

1.4 Climate"
The Project area has moderated climate with mean temperature from 18°C t to 42°C during summer month. The rainy season is generally confined to four months from 15th June to 15th October.

1.5 Availability of Labour:
Skilled, semi-skilled & unskilled laborers required for the work are available in project area and it is preferable to engage local laborers, However the Successful Bidder must make his own arrangements for labour/machineries/equipment.

1.6 Availability of Petrol, Diesel and other Lubricants: The nearest petrol pumps for procurement of petrol, diesel and other lubricants are available at kolab**.** The Successful Bidder shall make his own arrangement for procurement of same at his own cost required for the machineries and equipment's engaged for the work.

1.7 Electricity Supply:
The Successful Bidder shall make his own arrangement for extension of electric connection at his own cost if so, required by him.

1.8 Housing Facilities:
Private house may not available in the vicinity of the work site. The Successful Bidder shall make his own arrangement for housing the laborers, workers and staff at the work site.

1.9 Medical Aid:
The Successful Bidder shall make first aid arrangement at his own cost in accordance with rule and regulations of prevailing Labour Act.

2. GENERAL SPECIFICATION

2.1 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 and 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 Successful Bidders 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.

2.2 Formation and maintenance of haul roads including river and drainage crossings within the work site and 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 Successful Bidder at his own cost.

2.3 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 Successful Bidder cost

2.4 Scaffolding and gangways as and when required for the work will be done by the Successful Bidder at his own cost. No additional payment in this regard, will be entertained.

2.5 The rate includes all leads, lifts & de lifts.

2.6 Form work complete includes cost of materials, labour, maintenance, erection dismantling and removal.

2.7 All such testing charges shall be borne by the Successful Bidder. The Successful Bidder will provide necessary assistance if required for collection of samples. The Successful Bidder 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 Successful Bidder.

2.8 Protection of the components of work during the rainy season ft irrigation supply shall be the responsibility of the Successful Bidder. The responsibility for the safety of the structure rests, entirety on the Successful Bidder and any damages that may occur, has to be made good by the Successful Bidder at his own cost as per relevant clauses of contract.

2.9 The sequence of construction adopted by the Successful Bidder shall have to be approved by the Engineer-in-Charge.

3. **Inspection & Tests**: All materials shall be tested for quality and all work performed shall be subject to rigid inspection and no articles and materials shall be dispatched to the work site until all tests satisfy that the materials and equipment comply with the specifications. The Engineer-In-charge reserves right to conduct inspection tests specified in Indian Standard Specification.

4 **Quality Monitoring:** Quality of the work will be regularly monitored by the Engineer in Charge or his deputed persons. **Executive Engineer, Mechanical Quality Control Division, Hirakud** shall check the Quality of the work & report directly to the **Additional Chief Engineer, Mechanical Circle, Hirakud**.

5 **Acceptance Test**: Final acceptance of equipment shall be based on following

a. Quality of workmanship and material.
b. Satisfactory operation of gates after erection.
c. Acceptance of various tests.

All tests after installation of gate may be witnessed by Engineer-in-charge and certified accordingly.

6 **Carriage:** The necessary transportation of all the materials & components of the Hydro Mechanical Gates for the destination i.e. Work Site shall be the responsibility of the Successful Bidder and insurance costs and any other unforeseen expenses shall be borne by him/her.

7 **Completion Report**: The bidder must submit the "Work Completion Report" from the concerned Civil Division after completion of the work**. (FORM M)** After necessary completion of the work, the bidder must hand over the operating handles (keys) & all surplus materials or debris of the work site to the concerned JE (Civil)/ AE (Civil).

8 **Measurement and Payment:** Measurement of the gate and its entire component and payment shall be done after complete erection and satisfactory operation of the gate.

9 **Defect Liability Period for the Work** shall be 12 months from the Date of Commissioning. (FORM F)

SECTION-7

Checklist/ Documents Required

1.	Registration Certificate	-	Yes/No
2.	Tender Cost	-	Yes/No
3.	Earnest Money Deposit	-	Yes/No
4.	GST Registration Certificate/ Clearance	-	Yes/No
5.	Labour License	-	Yes/No
6.	EPF Registration Certificate	-	Yes/No
7.	ESI Registration Certificate	-	Yes/No
8.	PAN Card	-	Yes/No
9.	Affidavit for Safety Guideline -FORM A	-	Yes/No
10.	Residential Address proof-FORM B	-	Yes/No
11.	Qualifying Criteria (As per DOWR Lr.No.11556 dt.25.06.2020)		
	i) Certificate for satisfactory completion Of similar work - FORM J	-	Yes/No
	ii) Affidavit from Notary/ Judicial Magistrate With details of ongoing works- FORM I	-	Yes/No
12.	Undertaking to mobilize workmen within 10days -FORM C	-	Yes/No
13.	Affidavit for genuineness of the documents- FORM D	-	Yes/No
14.	Affidavit for not being blacklisted- FORM E	-	Yes/No
15.	Warranty Certificate- FORM F	-	Yes/No
16.	Annual turnover certificate from chartered accountant	-	Yes/No
17.	No relation certificate- FORM H	-	Yes/No
18.	Certificate for availability of Credit facilities -FORM-N	-	Yes/ No

FORM A

AFFIDAVIT

(To be submitted in original in legal stamp paper)

I Sri/ Smt …….. Aged……..years Son/ Daughter / Wife of Sri/ Smt……..Proprietor /Partner / Owner of M/S …… At……. Dist…….. State…….. Pin…….. do hereby solemnly affirm as follows:

That I / We possess a valid SSI/MSME/NSIC Registration Certificate for execution of Hydro Mechanical Gate works.

That I/ We am/are submitting tenders before the **Superintending Engineer, Mechanical Division, Rengali** are in the State of Odisha for the Work ……
……
……..in response to the Tender Call Notice No ……..Dated……. & Bid Identification No……

That I/We shall abide by the safety guidelines of "Building & Other Construction Workers (Regulation of Employment & Conditions of Service) Act 1996 & CPWD Safety Code communicated by the Govt of India, Ministry of Works, Housing & Supply in their Standing Order No 44 Dated 25.11.57 amended from time to time.

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

Signature of Bidder/
Authorized Signatory

FORM B

I Sri/ Smt …… Aged……..years Son/ Daughter / Wife of Sri/ Smt…….. Proprietor /Partner / Owner of M/S …… At……. Dist…… State…….. Pin……. do hereby solemnly affirm as follows:

That I / We possess a valid SSI/MSME/NSIC Registration Certificate for execution of Hydro Mechanical Gate works.

That I/ We am/are submitting tenders before the **Superintending Engineer, Mechanical Division, Rengali** are in the State of Odisha for the Work ……
……
……..in response to the Tender Call Notice No ……..Dated……. & Bid Identification No……

My/Our Residential Address:
……
……
…….

Mobile No……
Email Id……

Seal & Signature of the Bidder

FORM C

I Sri/ Smt …… Aged……..years Son/ Daughter / Wife of Sri/ Smt…….. Proprietor /Partner / Owner of M/S …… At…….. Dist…….. State…….. Pin…….. do hereby solemnly affirm as follows:

That I / We possess a valid SSI/MSME/NSIC Registration Certificate for execution of Hydro Mechanical Gate works.

That I/ We am/are submitting tenders before the **Superintending Engineer, Mechanical Division, Rengali** is/ are in the State of Odisha for the Work……. …… …… ……..in response to the Tender Call Notice No ……..Dated…… & Bid Identification No……

That I/We undertake here to mobilize my/our workmen to the work site within 10(Ten) days from the date of issue of the work order for the above-mentioned work

Seal & Signature of the Bidder

FORM D

AFFIDAVIT

(To be submitted in original in legal stamp paper)

I Sri/ Smt …….. Aged……..years Son/ Daughter / Wife of Sri/Smt……..Proprietor /Partner / Owner of M/S …… At……. Dist…….. State…….. Pin…….. do hereby solemnly affirm as follows:

That I / We possess a valid SSI/MSME/NSIC Registration Certificate for execution of Hydro Mechanical Gate works.

That I/ We am/are submitting tenders before the **Superintending Engineer, Mechanical Division, Rengali** is/are in the State of Odisha for the Work ……
……
…….in response to the Tender Call Notice No…….. Dated……. & Bid Identification No……

I/We am/are swearing this affidavit today on Dated ……. that all the tender documents and accompanying papers those being submitted by me before the **Superintending Engineer, Mechanical Division, Rengali** are all **authentic and bonafide** in the eyes of the law of the land. At any point of time, if the "Documents Submitted" will be found to be forged or fake or spurious, then the Authority shall be free to blacklist me & my Firm.

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

Signature of Bidder/
Authorized Signatory

FORM E

AFFIDAVIT

(To be submitted in original in legal stamp paper)

I Sri/ Smt …….. Aged……..years Son/ Daughter / Wife of Sri/Smt……..Proprietor /Partner / Owner of M/S …… At……. Dist…….. State…….. Pin…….. do hereby solemnly affirm as follows:

That I / We possess a valid SSI/MSME/NSIC Registration Certificate for execution of Hydro Mechanical Gate works.

That I/ We am/are submitting tenders before the **Superintending Engineer, Mechanical Division, Rengali** is/are in the State of Odisha for the Work…… …… …… ……in response to the Tender Call Notice No ……..Dated……. & Bid Identification No……

I/We am/are swearing this affidavit today on Dated ……. that myself/ Ourselves OR The SSI Unit has/have **not been Blacklisted** as per Codal Provisions of OPWD Code Appendix XXXIV.

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

Signature of Bidder/
Authorized Signatory

FORM F
WARRANTY CERTIFICATE

I Sri/ Smt …….. Aged……. years Son/ Daughter / Wife of Sri/ Smt……..Proprietor /Partner / Owner of M/S …… At……. Dist…….. State…….. Pin…….. do hereby solemnly affirm as follows:

That I / We possess a valid SSI/MSME/NSIC Registration Certificate for execution of Hydro Mechanical Gate works.

That I/ We am/are submitting tenders before the **Superintending Engineer, Mechanical Division, Rengali** is/are in the State of Odisha for the Work……
……
……
…….in response to the Tender Call Notice No ……..Dated……. & Bid Identification No……

I/We am/are Certifying that the Materials Supplied/Fitted at work site are of best quality & in case of any discrepancy or defect found due to poor quality or faulty workmanship within a time period of 12 Calendar months from the date of commissioning, the same shall be either Repaired or Renewed at my/our own cost (All costs including Materials, Labour, Transportation or any Unforeseen Expenses).

Signature of Successful Bidder/
Authorized Signatory

FORM G

ANNEXURE-A

CERTIFICATE CONFIRMING THE AVAILABILITY OF STAFF/MANPOWER

This is to certify that I/We shall deploy the essential staff/manpower as specified in the tender, if I/We am/are awarded the work of _ (name of work) as per the details indicated below I/We agree that the staff/manpower indicated below is the minimum essential for the project execution and in addition to these, other staff/manpower necessary to complete the work successfully and in time, shall also be deployed by me/us.

Position	Name	Years of Experience (general)	Years of Experience in Proposed Position

SEAL AND SIGNATURE OF THE BIDDER

FORM G

ANNEXURE-B

CERTIFICATE CONFIRMING THE AVAILABILITY OF MACHINERY AND EQUIPMENT

This is to certify that I/We shall deploy the essential machinery and equipment as specified in the tender, if I/We am/are awarded the work of _ ___ _ _ _ _ _ _ __ _ _(name of work) as per the details indicated below. I/We agree that the equipment indicated below is the minimum essential for the project execution and in addition to these, other machinery and equipment necessary to complete the work successfully and in time, shall also be deployed by me/us.

Item of Equipment	Make and Age (Years)	Condition (new, good, poor)	Owned

SEAL AND SIGNATURE OF THE BIDDER

FORM H

NO RELATION CERTIFICATE

Certified that I / We am/are not related to any officer of Department of Water Resources, Government of Odisha in the rank of Assistant Engineer & above or any officer of the rank of Under Secretary & above.

Signature of the Bidder

FORM I

AFFIDAVIT

(To be submitted in legal stamp paper from Notary or Judicial Magistrate)

(Separate forms may be used for each work)

(Compulsory for Tenders costing more than Rs 10.00 Lakh)

Details of Hydro Mechanical Works in hand as on the date of submission of this Tender:

1. Name of the Organization:
2. Name of work_____
3. Tender Call Notice No _____Dt_____
4. Agreement No_____ Dt_____
5. Agreement Value of the Work _____
6. Date of commencement of the work _____
7. Date of Completion of work _____
8. Brief description of work including principal features and quantities of main items _____
9. Details of ongoing works:

Percentage of physical completion and amount billed for the work completed	
Cost of work remaining to be executed	
Anticipated date of completion	
Explain non-completion of work within stipulated time limit (if so)	
Whether any Penalties /Claims /Fines / Stop Notice / Compensation / Liquidated damage imposed by the Client.	Yes Or No
If Yes Give Amount & Explanations	

If at any stage of execution of the present work, I/We have/are found to provide false/spurious/fake information in this affidavit, then the work order issued in my/our favour shall be cancelled and action would be taken as per conditions laid in the DTCN.

Signature of the Bidder

FORM J

LIST OF WORKS EXECUTED

(Separate Forms may be used for each Work)

1. Name of the Bidder: _____
2. Address: _____
3. Details of work executed:
   (a) Name of Work:
   (b) Agreement Value:
   (c) Agreement No & Date:
   (d) Date of Commencement of Work:
   (e) Stipulated Date of Completion:
   (f) Actual date of Completion:
   (g) If partially completed:
      (i) Then % of Original Contract Value Completed Satisfactorily:
      (ii) Balance % of Original Contract Value to be executed:
      (iii) Probable date of completion:

4. Whether the quality of work is satisfactory:

5. Whether the Bidder has capability to make good the loss in time:

Signature of the Bidder

Name of the Divisional Officer/ Executive Engineer / Superintending Engineer certifying with seal

Note: The agency having similar certificates issued from competent issuing authority can also be considered as valid certificate. The details mentioned in the above FORM are to be supplemented with necessary certificate from the competent issuing authority. If required, the same shall be verified by the tender inviting authority from the concerned issuing office.

FORM K

STRUCTURE AND ORGANISATION DETAILS

1. Name of Bidder:
2. Name of the SSI Unit:
3. Office Address:
4. Location of Establishment:
5. The Bidder is:
   i) An individual:
   ii) A proprietary firm:
   iii) A firm in partnership:
   iv) A Limited Company or Limited Corporation:
   v) A Joint Venture:

   Note: Attach the attested true copy of Registration of Firm / Company or Corporation showing the structure of the organization. Attach the certified copy of power of attorney issued in favour of authorized person in case of Limited company / Corporation or in favour of a Partner in case of Partnership Firm who shall sign the tender documents digitally.
6. Number of years of experience:
7. How many years has your organization been in this business under your present name?

   Add what were your fields and when you established your organization. When did you add new field (if any)?
8. Where 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.
9. Have you ever not completed any work awarded to you? If so, give name of project and reasons for not completing the work.
10. In how many projects were imposed penalties for delay? Please give details.
11. In which fields of Mechanical Engineering Construction do you claim Specialization and Interest?
12. Give details of your Material Testing.

Signature of Bidder

FORM L

FINANCIAL STATEMENT

(Must be given separately for each Partner in case of Joint Venture)

1. Name of SSI Unit / Firm / Company / Joint Venture:

2. Name of Proprietor/ Partners /Directors:

3. Furnish Balance Sheet & Profit & Loss Statement for the Last (5) Five years, it should include the following information:
   - (a) Fixed capital:
   - (b) Working Capital:
   - (c) Total Liabilities:
   - (d) Current Ratio:
   - (e) Current Asset to Current Liabilities:
   - (f) Total Liability to Net Worth:
   - (g) Quantum of Execution of Hydro Mechanical Gate Works in each Financial Year both in Volume & Amount:
4. What is the maximum annual value of work that you can handle?

5. Have you ever been denied Tendering facilities by any Government Department/ Public sector undertaking? (Specify Details)

6. List your Sources of Finance:
   - (a) Own Resources:
   - (b) Credit Facilities from Bank:
   - (c) Other Sources (Specify):

7. Certificate of Financial Soundness: (To be signed by the Manager of a Scheduled Bank)

8. Name and Address of Bank from whom Certificate has been obtained:

9. Have you ever been declared Bankrupt?
   (If yes, Specify details)

Chartered Accountant Signature of Bidder

FORM M

Work Completion Report

(Separate Forms may be used for different works)

The following work:

_____
_____
_____
_____
_____
_____

is completed in all respects as per the Agreement No _____ Dated _____ under Mechanical Division _____

Signature of the Bidder
OR his/her Authorized
Representative

Seal & Signature

Superintending Engineer (M)/
Sub-Divisional Officer (M)/
Asst Engineer/ Junior Engineer (M)

(NB: Required after completion of work of successful bidder and only supplementary copy is to be attached by the bidders)

FORM N

Certificate for Availability of Credit Facilities

This is to certify that M/S _____ is a reputed firm with a good finical standing. If the contact for the work namely

_____

_____

_____

having Bid Identification No. _____ Dated-_____is awarded to the above firm, we shall be able to provide Overdraft/ Credit facilities/ Credit worthiness to the extent of _____ to meet their working capital requirements for executing the above work

Signature & Seal of Bank Manager
Name & Address of Bank

NB: Required credit facility 20% of Rs.30.00Lakh or above Bid value(s) for multiple contracts. Bidders applying for Bid value (s) less than 30.00Lakh need not required credit facility. Only supplementary copy required that 'Not apply the Bid(s) more than Rs.30.00Lakh of total Bid value(s)'.