



**OFFICE OF THE GENERAL MANAGER,
WATCO DIVISION-II, BHUBANESWAR**

**DETAILED TENDER CALL NOTICE (DTCN)
FOR**

**OPERATION AND MAINTENANCE OF EXISTING
SEWERAGE SYSTEM OF UNIT-IX FLAT,
ACHARYAVIHAR ETC AREAS UNDER WATCO
SECTION, UNIT-IX FLAT, BHUBANESWAR CITY .**

ESTIMATED COST: Rs.95.27 LAKH

Bid Identification No. GMWATCO-II/20(01)/2026-27 Dt.28.07.2026

**COST OF TENDER PAPER:10,000/- + GST @ 18%
(Rupees Ten Thousand plus eighteen percent GST)only**

JULY-2026

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SECTION-I



**OFFICE OF THE GENERAL MANAGER
WATCO DIVISION-II, UNIT-V, BHUBANESWAR
TELEFAX – 0674-2390322, E-mail- gmdivtwowatco@gmail.com
* * * * ***

**NOTICE INVITING TENDER (NIT) FOR THE WORK
"Operation and Maintenance of existing Sewerage System of Unit-IX flat,
acharyavihar etc areas under WATCO Section, Unit-IX Flat, Bhubaneswar City"
NATIONAL COMPETITIVE BIDDING THROUGH e-Procurement**

Bid Identification No. GMWATCO-II/ 20(01) / 2026-27 dt.28.07.2026.

The **General Manager, WATCO Division-II, Bhubaneswar** on behalf of Governor of Odisha invites **Lump Sum Bids** through **e-Procurement** in conformity with the terms and conditions of the Detailed Tender Call Notice (DTCN) in two Bid system from **WATCO Empanelled Contractors having "B" Class Contractors** registered with the Odisha State Government and Contractors of equivalent grade / class registered with Central Government / any other State Government / MES / Railways and Companies or Reputed Engineering Firms registered as "B" Class contractor **who are empanelled with WATCO for cleaning of manhole chamber, sewer line, septic tank, soakpit, inspection chamber etc to be eventually drawn up in the standard G2 Contract Form.** The bid should be submitted on-line in the website **www.tendersodisha.gov.in** by eligible class of contractors. The bidders should have the necessary Portal Enrolment (with his own Digital Signature Certificate). Contractors registered elsewhere but not registered with Government of Odisha can also participate in the e-procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of work / signing of the Agreement as per prevalent registration norms of the State.

Sl. No.	Name of the work	Value of Work (Rs. Lakh)	Bid Security (EMD) (Rs. Lakh) (Online)	Class of Contractor	Period of Completion	Cost of Bid Document + GST @ 18% (in Rs.) (Online)
1	2	3	4	5	6	7
1.	Operation and Maintenance of existing Sewerage System of Unit-IX flat, acharyavihar etc areas under WATCO Section, Unit-IX Flat, Bhubaneswar City	95.27	0.96	"B"	02 (Two) Years	11800/-

2. Mode of Submission of tender: Tender should be submitted online in **www.tendersodisha.gov.in.**

3. The bidders desirous to participate in bidding must possess compatible Digital Signature Certificate of Class-II or Class-III and should follow the changes/ modifications/ addendum to DTCN if any.
4. The original documents i.e., Affidavits, Undertakings & Certificates as per the Schedules and Annexure of DTCN that have been uploaded by the bidder in the e-tender website should be submitted for verification during evaluation. The Technical Bid will be opened on **Dt.18.08.2026 at 12.30 PM.**

5. **Critical Dates:-**

SN	Description	Critical Dates
(i)	Period of availability of tenders on-line :	From 11.00 AM of Dt.03.08.2026 to 5.00 PM of Dt.17.08.2026
(ii)	Last date & time of seeking clarification :	5.00 PM of Dt.07.08.2026
(iii)	Last date & time of bidding on-line :	5.00 PM of Dt.17.08.2026
(iv)	Date & time of opening of Technical Bid :	12.30 PM of Dt.18.08.2026

6. **Minimum Eligibility Criteria :-**

- I. Registered Contractor as mentioned in column 5 of above table of Odisha State PWD or equivalent class of CPWD / Railway / MES / Central or other State Govt. and Reputed Engineering Firms. Proof of registration is to be furnished along with the tender.
- II. Certified Empanelled contractor (PSSO) of WATCO.
- III. The agency should have its own jetting machine and WATCO certified SEP for cleaning of manhole chamber, sewer line, septic tank, soakpit, inspection chamber etc

7. **Escalation Factor (On Compound basis):**

Following enhancement/compounding factors will be used for the costs of works executed and the financial figures to a common base value.

Year before Multiplying factor

One	1.10
Two	1.21
Three	1.33
Four	1.46
Five	1.61

8. To arrive at the value of completed works, Value of multiple contracts executed in a financial year shall be considered. For this purpose, the Completion certificates given by the authorities for any one financial year shall be considered. In case value of works executed in any one financial year is not available in the Certificates, the same shall be calculated on a pro-rata basis, considering that the total completed value and the time schedule in days.
9. The Bidder should have not been black listed by any Govt./ Govt. Undertaking on the bid opening date. **Self-declaration certificate** by Bidder in the form of Affidavit is to be submitted.
10. The bid for the work shall remain valid for a period of **120 (One Hundred Twenty) days from the date of opening of Price Bid**. If any Bidder/ Tenderer withdraws his bid/ tender before the said period or makes any modifications in the terms and conditions of the bid, the said earnest money shall stand forfeited.
11. Bids from Consortium/ Unincorporated Joint Venture is not acceptable.
12. Other details can be seen in the bidding documents, which is available in website **www.tendersorissa.gov.in**.
13. All amendments, time extension, clarifications etc. will be uploaded in the website only. Bidders should regularly visit the above website to keep themselves updated.
14. Authority reserves the right to reject any or all the tenders without assigning any reasons thereof.

Sd/-
GENERAL MANAGER (SEPH)
WATCO, DIVISION-II, BHUBANESWAR.

CHECK LIST TO BE FILLED UP BY THE BIDDER

Name of the Work : *Operation and Maintenance of existing Sewerage System of different areas under WATCO Section, Spring Tank, Bhubaneswar City.*

Sl. No	Particulars	Reference to Clause no.	Whether furnished		Reference to Page no.
			Yes	No	
01.	Cost of Bid Document + GST @ 18% = Rs.11,800/- (Online remittance)	As per TCN			
02.	Bid Security (EMD) for Rs.0.96 Lakh (Online remittance)	D.T.C.N Clause No.2(B)23.1			
03.	Copy of valid Registration Certificate	D.T.C.N Clause No.2(A).a.v			
03. a	Empanelled WATCO Certificate				
04.	Copy of valid GST Registration Certificate	D.T.C.N Clause No.2(A).a.iii			
05.	Copy of PAN Card	D.T.C.N Clause No. No.2(A).a.iv			
06. (a)	Information regarding current litigation, debarring / expelling of the tender or abandonment of the work by the tenderer	Schedule-C			
(b)	Declaration	Schedule-D			
(c)	Affidavits	Schedule-E			
(d)	Structure & Organisation	Schedule-A			
(e)	Tools & Plants and machineries as per the requirement in Schedule-B. (Proof of ownership of Tools & Plants and machineries is to be furnished in shape of copy of invoices / required sale deed incase of 2 nd purchase / required lease deed with owner ship documents of the leaser.	Schedule-B			
(f)	Jetting machine (Proof of ownership of own jetting machine) Registration certificate should be attached				
(g)	WATCO Certified SEP & Garima Supervisor				
07	Construction Schedule/Bar chart	Sec-04, Clause 4.14			
08	Provident Fund Registration certificate and its Manpower Deployment Structure				
09	ESI registration certificate or Employee Group Insurance Certificate as Applicable				
10	Life insurance policy for the staff assigned for cleaning of sewer line, MHC, etc for at least an amount of Rs.10.00 Lakhs for which premium shall be paid by the service provider				

CONTRACT DATA

A. GENERAL INFORMATIONS

S N	Item	Details
1	Bid Identification No.	GMWATCO-II/ 20 (01) / 2026-27 Dt.28.07.2026
2	Name of the Work.	Operation and Maintenance of existing Sewerage System of Unit-IX flat, acharyavihar etc areas under WATCO Section, Unit-IX Flat, Bhubaneswar City
3	Officer inviting tender.	General Manager, WATCO Division-II, BBSR
4	General Manager concerned with head quarters authorised as Engineer-in-charge of this work.	General Manager, WATCO Division-II, BBSR
5	General Manager with head quarter	General Manager, WATCO Division-II, BBSR
6	Accepting Authority	General Manager, WATCO Division-II, BBSR
7	Estimated Cost	Rs.95.27 Lakhs
8	Eligibility	Empanelled WATCO PSSO/ Agency/ Contractor

B. BID INFORMATION

8	Intended completion period/Time period assigned for Completion	02 (Two) Years												
9	Last Date & time of submission of Bid	17.00 Hrs. of 17.08.2026												
10	Cost of Bid Document (To be Remitted Online)	Rs.10000.00 + 18% GST												
11	Bid Security (EMD) (To be Remitted Online)	Rs.0.96 lakh												
12	Additional Performance Security	In the shape as mentioned at Clause 23 of Section-2(B)												
i)	Amount	<table> <tr> <th>SI No</th><th>Incremental Basic of Additional Performance Security.</th><th>Additional Performance Security to be deposited by the Successful bidder</th></tr> <tr> <td>i</td><td>Below 0% but not below 10% of the Project Cost put to bid.</td><td>No Additional Performance guarantee/ Security percentage is required.</td></tr> <tr> <td>ii</td><td>Below 10% but not below 20% of the Project Cost put to bid.</td><td>0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the Additional Bid Performance Guarantee being 0.1% and the Additional Bid Performance Guarantee percentage shall be applied on the bid price.</td></tr> <tr> <td>iii</td><td>Bid price is 20% or more below of the project cost put to bid.</td><td>0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and the Additional Bid Performance Guarantee percentage shall be applied on the bid price.</td></tr> </table>	SI No	Incremental Basic of Additional Performance Security.	Additional Performance Security to be deposited by the Successful bidder	i	Below 0% but not below 10% of the Project Cost put to bid.	No Additional Performance guarantee/ Security percentage is required.	ii	Below 10% but not below 20% of the Project Cost put to bid.	0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the Additional Bid Performance Guarantee being 0.1% and the Additional Bid Performance Guarantee percentage shall be applied on the bid price.	iii	Bid price is 20% or more below of the project cost put to bid.	0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and the Additional Bid Performance Guarantee percentage shall be applied on the bid price.
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iii	Bid price is 20% or more below of the project cost put to bid.	0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and the Additional Bid Performance Guarantee percentage shall be applied on the bid price.												

		iv The additional performance guarantee percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more. v The additional performance security shall be treated as part of the performance security. vi Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and recommended to the competent authority of the Administrative Department for the approval of the Additional Performance Security (APS). An abnormally low bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Procuring Entity may, in such cases, seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the bid document., If, after evaluating the price analyses, the procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/Proposal. However, it would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered as an abnormally low bid. As per Govt. of Odisha, Works Department OM No.173/W, Bhubaneswar Dt.03.01.2026 on Amendment of Codal & Contractual Provisions.
ii)	Pledged in favour of	General Manager, WATCO Division-II, Bhubaneswar
iii)	Payable at	Bhubaneswar
iv)	Type of instrument	As specified in the Bid document
13	Bid validity period	120 days after opening of Bid
14	Minimum period of contract / agreement / lease deed of equipment and machineries.	02 (Two) Years
15	Currency of Contract	Indian Rupees
16	Language of Contract	English
C. Agreement Information		
1	Execution of agreement	The successful bidder is to execute the agreement separately with General Manager WATCO Division II, Bhubaneswar

SECTION- 2(A)
DETAILS OF THE DOCUMENTS TO BE FURNISHED
FOR ONLINE BIDDING

- (a) Scanned copies of the following documents to be up-loaded in appropriate place in PDF format in the website www.tendersodisha.gov.in.
- i) **Remittance of Cost of Bid Document (Online).**
 - ii) **Remittance of Bid Security (EMD) (Online).**
 - iii) **GST Registration Certificate.**
 - iv) PAN Card.
 - v) Registration certificate.
 - vi) Valid Empaneled Certificate of WATCO & approved SEP
 - vii) Affidavit / Declaration regarding : Correctness of certificates / no relation certificate/ Acceptance of tender conditions / free from criminal proceedings etc
 - viii) Letter of submission of tender.
 - ix) Empaneled certificate from WATCO
 - x) Insurance certificate of staffs
 - xi) BAR CHART SHOWING SCHEDULE OF EXECUTION OF WORK
 - xii) Any other relevant required document, if any.
 - xiii) Non submission of any other documents as per clauses not relevant to the nature of the work as per BOQ will not be consider for rejection
- (b) Scanned Copies of the Certificates/Formats showing details of information to be furnished as per the enclosed formats should be uploaded in appropriate place after converting the same to PDF.
- Schedule A - Structure & Organisation.
 - Schedule B - List of tools, plant & equipment proposed to be deployed in the work.
 - Schedule C - Information regarding current litigation/debarment etc.
 - Schedule D - Declaration.
 - Schedule E - Affidavits
 - Schedule F - Any other information.
 - Schedule G - Format for Seeking Clarification
 - Schedule H - Form of Bank Guarantee
- (The details of the Format is enclosed in the DTCN)
- (c) Uploaded documents of valid successful bidders will be verified with the original before acceptance of offer.
- (d) DTCN is not to be uploaded by the bidder. The bidder has to only agree / disagree on the conditions in the DTCN. The bidders, who disagree on the conditions of DTCN, can not participate in the tender.
- (e) **Cost of Bid Document & Bid Security amount (EMD) will be paid on online mode** by the Bidder, failing which the bidder will be disqualified.

SECTION- 2(B)
INSTRUCTIONS TO BIDDERS

A. GENERAL

1. **Definitions:**

- (a) "Employer" means the **WATCO, BHUBANESWAR** a Government of Odisha owned company represented by the **General Manager, WATCO DIVISION-II, Bhubaneswar** or his authorized representative with whom the selected Bidder signs the contract for the services.
- (b) "Contractor" / Bidder / Firm / Engineer Firm / Company carry the same meaning through out the DTCN and Contract.
- (c) "Contract" means the contract/ agreement signed by the parties along with all attached documents listed in the DTCN (Tender Document Part -I & II).
- (d) "Data Sheet" means such part of the Instructions to Contractor as are used to reflect assignment conditions and evaluation of the bid.
- (e) "Day" means a calendar day.
- (f) "Government" means the Government of Odisha.
- (g) "Instructions to Bidders (Section-2(B) of the Part-I of DTCN) means the document which provides all information needed to prepare their proposals.
- (h) "NIT" (Section-1 of the DTCN) means the Letter of Invitation being sent by the Employer.
- (i) "Personnel" means professionals and support staff provided by the Contractor and assigned to perform the services in full or in any part thereof.
- (j) "Proposal" means the Technical Proposal (Tender Document Part I – General & Technical Bid) and the Financial Proposal (Tender Document Part II – Price Bid).
- (k) "DTCN" means the Detailed Tender Call Notice prepared by the Employer for the selection of contractor which includes Part-I & II.
- (l) "Govt". means Govt. of Odisha or Govt. of India as the case may be.

2. **Introduction / Selection Procedure:**

The Employer named in the Data Sheet will select a contract firm to execute the work as described in the scope of work and in the Data sheet.

The Contractor shall bear all costs associated with the execution of the work on **Lump Sum**. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to contract award without thereby incurring any liability to the Contractor.

3. **Location of the Project:**
The place of action is under the jurisdiction of **WATCO Section, Unit-IX Flat, Bhubaneswar** of Bhubaneswar in the State of Odisha.
4. **Source of Funding:**
The work will be funded by **WATCO**.
5. **Eligibility:**
- 5.1. A Bidder shall be deemed to have the nationality of India.
- 5.2. Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law.
- 5.3. Registered Contractor of '**B' Class** Contractors of Odisha State PWD or equivalent class of CPWD / Railway / MES / Central or other State Govt. and Reputed Engineering Firms. Proof of registration is to be furnished along with the tender.
- 5.4 Certified Empanelled contractor of WATCO
- 5.5 The bidder should have own jetting machine & certified SEP.

General Eligibility Criteria

Sl.	General Eligibility Criteria	Desired Documents
1	The Contractor/ agency must be a registered class of contractor/ agency & empanelled with WATCO	Company or Firm Registration Certificate / Certificate of incorporation
2	The Constrictor/ agency should have following equipment	
	Safety Equipment	
	1. Helmet with air vents 2. Headlamp for explosive environments 3. Safety eyewear 4. N 95 mask (without air vent) 5. Nitrile gloves 6. Mechanical resistant gloves 7. Safety shoes 8. Chest Waders 9. Disposable Coveralls 10. Coverall for attendant and supervisor 11. Caution board 12. Safety cone and barrier tape 13. Multi Gas detector 14. Axial fan blower cum exhaustor 15. Body harness 16. Davit system with manual winch and lifeline cable 17. Maintenance hole guard rail 18. Emergency medical resuscitator 19. Rescue stretcher 20. airline respiratory unit 21. Any other as per requirement in SOP & PEMSRA Act-2013	Affidavits/ under taking in support of the safety equipment
	Machinery	
	1. Jetting machine	• The bidder should have own jetting machine (mandatory) – Registration certificate should be attached.
	1. Rodding machine 2. Grabbing machine 3. Cesspool 4. Any other as per requirement	• Affidavits/ under taking in support of the safety registered equipment • As & when required the machineries will be used
	The agency should have certified SEP, Garima	• Detail list & undertaking should be submitted

Sl.	General Eligibility Criteria	Desired Documents
	Supervisor & sanitation workers	
3	The Service Provider Should has a Physically Verifiable & Full-fledged Registered Office Premise in Odisha, for verification by the Technical Team fledged Registered Business Office in Odisha.	Detail of Business Premise address, landline Telephone Number, and necessary legal documents etc or Undertaking
4	Company should have a valid Registered GST Number (GSTN).	GSTN Details of service provider (GSTN registration certificate) should be submitted. or Undertaking
5	The Firm should not be under a declaration of ineligibility for corrupt and fraudulent practices nor should have been blacklisted by any Govt. or Govt. undertaking organizations at the time of submission of the Application .	Self-declaration certificate signed by the authorized signatory
6	The Firm should not have been blacklisted/ debarred from participating in RFA by central & State govt. or any other organization during the last 3 years (2025-26, 2024-25 & 2023-24).	Self-declaration by authorized signatory
7	The Firm should have valid Provident Fund Registration certificate and its Manpower Deployment Structure must be Odisha IT Policy - 2014 Compliant.	• Copy of provident fund registration certificate • Copy of latest Provident fund return certificate Submitting a Self-declaration / Undertaking, at par with an affidavit.
8	The service provider should have valid ESI registration certificate or Employee Group Insurance Certificate as Applicable	Copy of Valid ESI Registration or Valid Employee Group Insurance
9	No Consortium Application, in any Form is Allowed. Any Application of SP under a Consortium shall be summarily rejected.	• No consortium Applications are Allowed
10	The service provider should have valid Insurance Certificate of the employees working under him as Applicable	Copy of insurance certificate

6. **History of Litigation and Criminal Record:**

If any criminal cases are pending against the Contractor (him/her/partners) at the time of submitting the tender, then the tender shall be summarily rejected.

7. The Contractor has to furnish a declaration that no near relatives are working in the cadre of an Assistant Manager/ Manager and above in the Organisation of Public Health Engineering Organisation (PHEO) of State of Odisha and WATCO.

8. **Other Requirements:**

8.1. Even if the Contractor meets other criteria, his tender shall be summarily rejected if he is found to have misled or made false representation in the form of any of the statements submitted in proof of the eligibility and qualification requirements.

8.2. The tender shall also be summarily rejected if he has a record of performance such as absconding from work, works not properly completed as per contract, inordinate delays in completion, financial failure.

8.3. In addition to the above, even while executing the work, if it is found that he produced false / fake, certificates in his tender, he will be blacklisted.

8.4 The bidders who have in last 3 financial years applied for / are undergoing Corporate Debt Restructuring (CDR)/Strategic Debt Restructuring (SDR) or facing recovery proceeding from Financial Institutions or those are facing Sickness and under consideration of Board for Industrial & Financial Reconstruction (BIFR) are not eligible for qualification. Self-declaration Certificate by the bidder in the form of affidavit is to be submitted.

9. **Original Certificates:**

Original documents/certificates shall be produced as and when required to verify the copies of statements and other information furnished along with tender. Failure to produce original documents in time will lead to disqualification.

10. **Cost of Tendering:**

The Contractor shall bear all expenses associated with the preparation and submission of his tender, **General Manager, WATCO DIVISION-II, Bhubaneswar** shall in no case be responsible or liable for reimbursement of such expenses.

11. **Site Visit:**

The contractor is advised to visit and examine the site at **Bhubaneswar** in the district of **Khordha** and its surroundings and obtain for himself all information that may be necessary for preparing the tender and quoting rates at his cost and responsibility.

B. TENDER DOCUMENTS

12. **Tender Documents :**

- 12.1. A set of Tender Documents comprising of the General & Technical Bid and the Price Bid includes the following together with all Addenda there to, which may be issued in accordance with **Clause 2(B) 13 and Clause 2(B) 14.**

PART- I : GENERAL & TECHNICAL BID

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DTCN Part – II: Price Bid/BoQ	

- 12.2. The Contractor is expected to examine carefully all instructions, terms of reference, tender conditions, forms, appendices to tender, addenda in the tender documents. Failure to comply with the requirements of tender submission will be at the contractor's own risk.

13. **Clarification of Tender Documents:**

The Contractor shall carefully examine the tender documents and be fully informed of all the conditions and matters, which may in any way affect the work or the cost thereof. Should a Contractor find any discrepancy in or omission from the specification or any other of the tender documents or should he be in doubt as to their meaning, he should immediately address a clarification online **as per format at Schedule-G**.

14. **Amendment of Tender Documents:**

14.1. At any time prior to the dead line for submission of tenders, **General Manager, WATCO DIVISION-II, Bhubaneswar** may for any reason, whether at its own initiative or in response to the clarifications requested by the prospective Contractor, modify the tender documents by issuing an Addendum.

14.2. Such addenda will be notifying in the website and will be binding upon them.

14.3. In order to afford prospective Contractor reasonable time to take such addenda into account in preparing their tenders, **General Manager, WATCO DIVISION-II, Bhubaneswar** at his discretion, may extend the dead line for the submission of tenders, if necessary.

C. PREPARATION OF TENDER DOCUMENT

15. **Language of the Documents:**

All documents relating to the Tender shall be in the English language.

16. **Documents Comprising the Tender:**

- (a) General & Technical Bid (Part-I of Tender Document)
- (b) Price Bid (Part-II of Tender Document)
- (c) All documents stipulated elsewhere in the DTCN.

17. **Sufficiency of Tender:**

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the services to be provided and of the prices quoted in the financial bid, which shall cover all his obligations under the contract and all matters and things necessary for the successful accomplishment of the work.

18. **Preparation of Proposal:**

18.1. The Proposal (see Section-2(B) Clause 1(G)) as well as all related correspondence exchanged by the employer & the Contractor shall be written in the language specified in the Data Sheet.

18.2. In preparing the proposal, the Contractor is expected to examine in detail the documents comprising the DTCN. Material deficiencies in providing the information requested may result in rejection of a proposal.

18.3. Site Inspection by tenderer.

The tenderer shall inspect the site at his own cost and shall satisfy himself with regard to the nature and extent of the work involved the actual site conditions, existing facilities and shall collect any other information, which may be required before submitting the tender. Any further data required during execution of the work / scheme shall be ascertained by the contractor at his own cost.

19. Technical Proposal Format and Content:

The Contractor should have sufficient man power to execute & complete the work within the time schedule. He should have sufficient financial background / machinery and equipment required for execution of the work / free from litigation / have good working record of completion of the works in time. It may be noted that the contractor should satisfy the minimum eligible criteria for award of Contract. The Technical Proposal shall provide the information indicated in the following paragraphs [clause 2(B) 19.1 to 2(B)19.8] using the attached Standard Forms. A page is considered to be one printed side of A4 or letter size paper.

19.1 The Contractor has to furnish the structure & organisation details in **Schedule-'A'**.

19.2 A description of the approach, methodology and work plan for performing the assignment.

19.3 The list of the key machinery & equipment to be deployed in the work with owner proof or agreement with the rightful owner in **Schedule-'B'**.

19.4 Copy of GST Registration Certificate.

19.5 Copy of PAN Card.

19.6 Copy of Contractor's Registration Certificate.

19.7 General Power of Attorney if required in favour of the authorised signatory.

19.8 Other information as required.

19.9 The Technical Bid shall not include any financial information related to the Price Bid. **Technical Bid containing financial information related to the Price Bid shall be declared non responsive.**

20. The Financial Proposal:

20.1. The Contractor shall quote his rates on prescribed form of the Bill of Quantities (BoQ) already supplied in the Tender.

20.2. The offer shall be inclusive of all costs associated with the assignment including cost of all materials to be utilized in the work, cost of T&P, consumables, infrastructure backup etc. The offer shall be exclusive of GST but include all other expenses incidental thereto for successful accomplishment of the assignment in conformity with the DTCN.

20.3. The contractor should make realistic assessment of the exhaustive nature of work and the extent of expert technical and managerial inputs and resources required to carry out the work diligently to complete the work within the stipulated time and quote their offer accordingly.

20.4. The rate quoted by the firm shall be firm.

21. Tender Validity:

21.1. The proposal must remain valid for **120 (One Hundred Twenty) days** from the date of opening of price bid.

- 21.2. A Contractor agreeing to the request of extending the validity period of the proposal will not be required or permitted to modify his tender, but will be required to extend the validity of his EMD.
22. **Authorisation, Corrections, Erasures etc. in Tender Papers:**
- 22.1. The tender document shall be digitally signed by a person duly authorized to do so. Proof of authorization shall be furnished in the form of a certified copy of Power of Attorney, which shall accompany the tender.
- 22.2. The completed tender shall be submitted without any alterations, inter-relations or erasures except those which accord with instructions given by the **General Manager, WATCO DIVISION-II, Bhubaneswar**.
- 22.3. Only one tender shall be submitted by a contractor. Submission of bids through e-Procurement portal the system shall consider only the last bids submitted through portal.
23. **Earnest Money Deposit / ISD / SD / Additional Perform Security & GST Registration:**
- 23.1. **Earnest Money Deposit:**
The Earnest Money Deposit (EMD) of **Rs.0.96 Lakhs** shall be remitted on online mode Tenders without EMD or with Part EMD or EMD in any other form shall not be accepted and such tenders shall be out rightly rejected.
- 23.2. **Return of EMD:**
The Bank will remit the **Earnest Money Deposit on submission/cancellation of bids** to respective bidder's accounts as per direction received from TIA through e-procurement system. (as per the Appendix-II of DTCN).

The earnest money given by other **one parties (L₂)** except one whose tender is accepted shall also be refunded within 15 (Fifteen) days of the acceptance of the tender (as per the Appendix-II of DTCN).

EMD shall also be returned to the unsuccessful bidders of General & Technical Bid (Part-I of tender documents) after finalisation of its evaluation (as per the Appendix-II of DTCN).
- 23.3. **Initial Security Deposit:**
The successful Tenderers, after receipt of formal order shall have to furnish Initial Security Deposit (ISD) **equal to 2% (two percent) of the accepted value of the tender in shape of NSC/Postal Saving Pass Book /Post Office Time Deposit / Kishan Vikash Patra / Deposit Receipt in Schedule Bank duly pledged in favour of the General Manager, WATCO. DIVISION-II, Bhubaneswar payable at Bhubaneswar** within 7(seven) days of receipt of intimation failing which their tender shall be cancelled with the forfeiture of EMD.

23.4. **Additional Performance Security:**

Additional Performance Security (APS) shall be obtained from the bidder when the bid amount is less than estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price/rates than the estimated cost put to tender shall have to furnish the exact percentage within **7(seven) days** of issue of Letter of Acceptance (LoA) (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 proceeding for Blacklisting shall be initiated against the Bidder.

Sl No	Incremental Basic of Additional Performance Security.	Additional Performance Security to be deposited by the Successful bidder
i	Below 0% but not below 10% of the Project Cost put to bid.	No Additional Performance guarantee/ Security percentage is required.
ii	Below 10% but not below 20% of the Project Cost put to bid.	0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the Additional Bid Performance Guarantee being 0.1% and the Additional Bid Performance Guarantee percentage shall be applied on the bid price.
iii	Bid price is 20% or more below of the project cost put to bid.	0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and the Additional Bid Performance Guarantee percentage shall be applied on the bid price.
iv	The additional performance guarantee percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.	
v	The additional performance security shall be treated as part of the performance security.	
vi	Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and recommended to the competent authority of the Administrative Department for the approval of the Additional Performance Security (APS). An abnormally low bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Procuring Entity may, in such cases, seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the bid document., If, after evaluating the price analyses, the procuring entity determines that the Bidder has	

	substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/Proposal. However, it would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered as an abnormally low bid.
	Government of Odisha vide Works Department Office Memorandum No.173/W Dt. 03.01.2026 is pleased to fix the following rate of Additional Performance Security.

On intimation from the tender inviting authority, the Successful bidder shall submit the required amount of Additional Performance Security in shape of NSC/ Postal Saving Pass Book /Post Office Time Deposit /Kishan Vikash Patra /Deposit Receipt in Scheduled Bank duly pledged in favour of **General Manager, WATCO Division-II, Bhubaneswar** Payable at **Bhubaneswar** before issuance of Letter of Acceptance (LoA).

23.5. GST Registration Certificate / GSTIN:

Tenderers are required to submit attested copies of valid **GST Registration Certificate / GSTIN.**

23.6. Security Deposit

In addition to that **5% of gross value** will be deducted from bill(s) of the contractor toward **Security Deposit (SD)** which will be refunded after the defect liability period subject to payment of final bill.

23.7. The EMD shall be forfeited, if, (a) a contractor withdraws the tender during the validity period of tender or (b) if the firm fail to furnish ISD within due time or (c) the successful tenderer fails to sign the Agreement for whatever reason.

23.8. In consideration of the **General Manager, WATCO, DIVISION-II, Bhubaneswar** to investigate and to take into account each tender and in consideration of the work thereby involved, all earnest money deposited by the tenderer will be forfeited in the event of such tenderer either modifying or withdrawing his tender at his instance within the validity period.

24. Signing of Tenders / Bid

All tender documents will be signed digitally with Digital Signature Certificate (DSC). The online bidder shall digitally sign on all statements, documents, certificates, uploaded by him, owing responsibility for their correctness / authenticity as per IT Act 2000. If any of the information furnished by the bidder is found to be false / fabricated/ bogus, his EMD / Bid security shall stand forfeited and the bidder is liable to be blacklisted.

24.1. If the tender is made by an individual, it shall be signed with his own Digital Signature Certificate (DSC).

24.2. If the tender is made by a corporation / company, it shall be signed by a duly authorized officer who shall produce with his tender satisfactory evidence of his authorization. Such a corporation / company may be required before the contract is executed, to furnish evidence of its corporate existence.

The tender shall contain no alterations or additions, except those to comply with instructions issued by the Tender Inviting Officer, or as necessary to correct errors made by the Tenderer, in which case all such corrections shall be digitally signed.

24.3. No alteration made by the tenderer in the contract form, the conditions of the contract, statements / formats accompanying the tender shall be recognized and in case of any alterations made by the tenderer, the tender will be void.

24.3.1. All documents furnished by the contractor along with the tender are to be digitally signed by the bidder.

25. **Clarification on and Amendment to DTCN Document:**

25.1. Contractor may request a clarification to any clause of the DTCN documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent online in the portal. The Employer will respond to this online through the same portal. Should the Employer deem it necessary to amend the DTCN as a result of a clarification, it shall do so following the procedure under para. 2(B) 25.2.

25.2. At any time before the submission of Proposals, the Employer may amend the DTCN by issuing an addendum/corrigendum which shall be published in the portal. The addendum/corrigendum shall be binding for the bidders. To give the bidders a reasonable time to take into account the amendment into their proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of proposals. The purpose of this is to clarify issues on any matter, a tenderer may raise concerning the tendering of the works.

D. SUBMISSION OF TENDERS

26 In view of adoption of e-procurement process pursuant to Government of Odisha in Works Department Office Memorandum No.FA-R-3/08-4657/W dated 12.03.08, 4666/W dated 12.03.2008, 1027/W Dt.24.01.2009 & 7885/W dated 23.07.2013 following changes/ modification/ addendum shall be effected.

26.1. **Bid Documents:**

Bid documents consisting of technical bid & price bid shall be provided in the portal. Submission of bids will be through the e-Procurement portal. The bidders shall prepare the documents & up load the scanned document to the portal in appropriate place in PDF format.

26.2. **Clarification of Bidding Documents:**

In case of submission of Bids through the e-Procurement Portal, the bidder can seek clarification within the period of seeking clarification as mentioned in tender call notice. The Employers response for the queries raised by the bidder will be posted in the portal.

26.3. **Documents Comprising the Bids:**

In case of submission of Bids through the e-Procurement Portal, the bidder can submit the scanned copy of the documents in the designated locations of Technical Bid and Financial Bid. Submission of document shall be effected by using Digital Signature Certificate (DSC) of appropriate class and thus shall be in encrypted form.

26.4. **Bid Price:**

In case of submission of Bids through the e-Procurement Portal, an intelligent Bill of Quantity in Microsoft Excel format shall be made available to the bidder. The bidder shall download that particular Excel sheet and fill in rates in figures at the appropriate location. The line item total in words and the total amount in case of item rate tenders shall be calculated automatically and shall be visible to the bidder. In case of percentage tender, the bidder will only fill in the designated cell and activate "less" or "excess" to indicate whether his price offer is how much excess or less than the estimated amount. The Bidder will write percentage excess or less up to **two decimal points only. The bidder is not supposed to change or modify the format of the excel sheet in any form.**

26.5. **Bid Security/EMD:**

- (i) The bidder shall deposit bid security for the amount shown in Col.4 of the table of Notice Inviting Tender (NIT) **on online mode.**
- (ii) The EMD will be forfeited in any of the following case.
 - a) If the Bidder withdraws the Bid after Bid opening during the period of Bid validity.
 - b) If the Bidder does not accept the correction of the Bid Price.
 - c) In the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - i) Sign the Agreement / contract or
 - ii) Furnish the required ISD and Performance Security.

In case of submission of Bids through the e-Procurement Portal, if any of the statements, documents, and certificates uploaded by the bidder is **found to be false/ fabricated/ bogus, the bidder will be blacklisted and their EMD/ Bid Security shall be forfeited.**

26.6. **Submission of Bid:**

In case of submission of bids through e-Procurement portal, the bidder shall upload the scanned copy/copies of documents as required as per DTCN. The online bidder shall have to produce the original documents in support of scanned copies & statements uploaded in the portal on demand by the employer prior to award of contract-failing which action as per DTCN will be initiated.

In case of submission of Bids through the e-Procurement Portal, the bidder shall only submit single copy of the document. He is required to check the documents uploaded with the requirement asked for in the bid. Only after satisfying that all the documents have been uploaded, he should activate submit button. His bids shall not be considered responsive and action as per relevant clause shall be taken if he does not provide the required documents or provided illegible document. Clarity of the document may be ensured by taking out a sample printing.

26.7. **Late Bids:**

In case of submission of Bids through the e-Procurement Portal, the system shall reject submission of any bid through portal after closure of the receipt time. For all purpose the portal time displayed in the system shall be the time to be followed by the bidder.

27. **Modification & Withdrawal of Bid:**

In case of submission of Bids through the e-Procurement Portal, it is allowed to modify the bid. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic jam. If the bidder fails to submit his modified bids with in the designated time of receipt, the bids already in the system shall be taken for evaluation.

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

28. **Bid Opening:**

In case of submission of Bids through the e-Procurement Portal, the bidders who participated in the online bidding can witness opening of the bid from any system logging on to the portal away from opening place. The bids can only be opened by the pre-designated officials only at the opening time mentioned in the bid.

29. **Award of Work:**

In case of submission of Bids through the e-Procurement Portal, the system shall generate the Award of Contract letter and intimate the bidders in their e-mail.

E. TENDER OPENING AND EVALUATION

30. **Tender Opening:**

30.1 The **General Manager, WATCO DIVISION-II, Bhubaneswar** will open the tenders electronically on the date & time mentioned in the **Notice Inviting Tender (NIT)**.

30.2 (i) A tender shall be rejected if;

a) Price Bid is not enclosed.

b) Cost of tender document has not remitted online on submission of bid.

c) EMD as per Clause 2(B)23.1 has not remitted online on submission of bid.

(ii) In case if the bidder has not submitted following document with the bid due to any reason, clarification may be sought and queries may be issued to the bidders for submission of the same with a stipulated period, failing which their offer shall be liable for rejection. Proof of eligibility and qualifications is not enclosed.

- a) Proof of eligibility and qualifications is not enclosed.
- b) There are any criminal cases pending.
- c) PAN is not enclosed.
- d) Affidavit is not enclosed.
- e) Power of Attorney is not enclosed.
- f) Record of litigation and arbitration is not enclosed.
- g) Other documents as required not enclosed.
- h) GST Registration Certificate / GSTIN.
- i) Copy of ownership of Jetting machine (Registration certificate)

30.3. Any such conditions shall be minuted and the price bid shall not be opened. The price bid shall be opened only for those bidders who qualify in the technical evaluation as described at **Clause – 2(B)33**. The date of opening of price bid shall be intimated by FAX/ E-mail/ Speed Post to the qualified bidder of technical evaluation.

30.4. The **General Manager, WATCO DIVISION-II, Bhubaneswar** may prepare, for his own record, minutes of the tender opening, including the tender opening summary which shall be posted in the portal.

31. **Clarification on Tenders from Tenderers:**

To assist in the scrutiny, evaluation and comparison of the tenders, the **General Manager, WATCO DIVISION-II, Bhubaneswar** may ask contractor individually for clarification on their tenders. The request for clarification and response shall be in writing or by mail. However, no change in the tender amount/ rate shall be sought, offered or permitted by the **General Manager, WATCO DIVISION-II, Bhubaneswar** during the evaluation of the tenders.

32. **Determination of Responsiveness:**

32.1. Prior to the detailed evaluation of tenders, **General Manager, WATCO DIVISION-II, Bhubaneswar** will determine whether each tender has been submitted in the proper form and whether it is substantially responsive to the requirements of the tender documents. Tenders, which have not been submitted in the proper form, will be rejected.

32.2. Any tender which is not substantially responsive to the requirements of the tender documents will be rejected by the **General Manager, WATCO DIVISION-II, Bhubaneswar**. Such a tender shall not be allowed subsequently to be made responsive by the contractor by correcting or withdrawing the non-conforming deviation(s) or reservation(s).

32.3. Conditional Tender shall not be accepted.

32.4. **Bid Capacity:** These stipulations shall apply to all works **above Rs.3.00 Crores.**

Applicants who meet the minimum qualification criteria will be qualified only if their available bid capacity at the expected time of bidding is more than the total estimated cost of the works. The available bid capacity will be calculated as under:

Assessed Available Bid Capacity = (A*N*2-B), where

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

(**A'** value corresponding to **Schedule-B**, shall be audited for five years by Regd. Chartered Accountant or competent financial organization/authority).

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

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

Note:-

- (1) In case of a joint venture, the available bid capacity will be applied for each partner to extent of his proposed participation in the execution of the works.
- (2) The statement showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer-in-charge not below the rank of an General Manager.
- (3) **In case of non-disclosure/hiding of any existing commitment and ongoing works to mislead the tender inviting authority, if detected later, then the tender will be liable for rejection.**

Escalation Factor:

Following enhancement factors will be used for the costs of works executed and the financial figures to a common base value for works completed in India.

<u>Year before</u>	<u>Multiplying factor</u>
One	1.10
Two	1.21
Three	1.33
Four	1.46
Five	1.61

(Applicant should indicate actual figures of costs and amounts for the work executed by them without accounting for the above mentioned factors)

In case the financial figures and value of completed works are in foreign currency the above enhanced multiplying factors will not be applied. Instead, current market exchange rate (State Bank of India BC selling rate as on the last date of submission of the bid) will be applied for the purpose of conversion of amount in foreign currency into Indian rupees. (Works Deptt. OM No.FA-Codes-97/11-6300 Dt.16.06.2011.)

33. Proposal Evaluation:

33.1. From the time of the proposals are opened to the time, the contract is awarded, the contractor should not contact the client on any matter related to its Technical and/or Financial Proposal except any required in Clause-2(B)31.

33.2. Any effort by a bidder to influence the client in any form directly or indirectly during the examination, evaluation, ranking of proposals, and recommendation for award of the contract may result in the rejection of the contractor's proposal.

33.3. Evaluation of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

33.4. Evaluation of Technical Proposals:

33.4.1. The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the DTCN.

33.4.2. A Proposal shall be rejected at this stage if it does not respond to required aspects of the NIT / DTCN.

33.4.3. During technical evaluation, the tenderers may have to make a presentation on their technical proposal before the Evaluation Committee if felt necessary. The date of such presentation shall be intimated to them in writing or by mail.

33.5. Evaluation of Financial Proposals:

33.5.1. After the technical evaluation is completed, the Employer shall inform in writing or by mail to the contractors, who have qualified in the General and Technical bid (Part-I of DTCN), the date, time and location for opening the Financial Proposals (Price Bids).

33.5.2. Financial Proposals of the bidders who qualified in technical evaluation shall be opened.

33.5.3. Financial bids determined to be substantially responsive will be checked by the employer for any arithmetic error(s).

33.5.4. The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount or between words and figures, the amount in words will prevail.

33.5.5. If the bid price increases as a result of these corrections, the amount as stated in the bid will be the bid price and any increase will be treated as rebate. If the bid price decreases, the decreased amount will be treated as bid price.

33.6. **Selection of contractor on the basis of Price Bid:**

Other condition being equal, the contractor bidding the lowest price will be considered for acceptance by competent authority.

34. **Negotiations:**

Negotiations will be held if required with the lowest valid tenderer. In the event of the L₁ tenderer has furnished any condition which grossly affects the tender value / contains such conditions which make the value of the offer indefinite, he may be given an opportunity to withdraw such condition(s) to make the tender definite. Failure to withdraw such condition(s) may lead to rejection of the tender as inconsistent / non responsive. In such case the employer may explore the possibility of considering the next valid tender as L₁.

If L1 bidder does not turn up for agreement after finalisation of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to black list the contractor. In case, the L2 bidder, if fulfils, other required criteria would be called for drawing agreement for execution of work subject to condition that L2 bidder negotiates at par with the rate quoted by the L1 bidder otherwise the tender will be cancelled. **(As per the Government of Odisha, Works Department Office Memorandum No.12366 dated 08.11.2013 on amendment to Para No. 3.5.14, Note-I of OPWD Code Vol-I, by inclusion.)**

F. AWARD OF CONTRACT

35. **Award Criteria:**

35.1. After acceptance of price bid of the tender by competent authority selected contractor will be intimated about such acceptance.

35.2. The contractor is expected to commence the work on the date and at the location specified in the Data Sheet.

36. **Right to Accept or Reject any or all Tenders:**

Notwithstanding Clause 2(B)35, the **Managing Director, WATCO, Bhubaneswar** reserves the right to accept or reject any tender, annul the tendering process, reject all tenders at any time or any stage prior to the award of contract without thereby incurring any liability to the affected bidders.

37. **Process to be Confidential:**

37.1. After the opening of tenders as per Clause 2(B)30 & 2(B)33, information relating to examination, clarification, evaluation and comparison of tenders and recommendations, concerning to the award of contract shall not be disclosed to the contractor or any other persons, officially not concerned with the process, until the award of the contract to the successful contractor has been announced.

37.2. Any effort by any contractor to influence the Department officials in scrutiny, clarification, evaluation and comparison of tenders, and in any decisions concerning award of a contract, may result in the rejection of their Tender.

38. **Notification of Award & signing of Agreement:**

- a) The Employer/ Engineer-in-charge shall notify acceptance of the work prior to expiry of the validity period by cable, telex or facsimile or e-mail confirmed by registered letter. This Letter of acceptance will state the sum that the Engineer-in-charge will pay the contractor in consideration of the execution & completion of the works by the contractor as prescribed by the contract & the amount of performance security and additional performance security required to be furnished. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.
- b) The contractor after furnishing the required acceptable performance security and additional performance security, "Letter to Proceed" or "Work Order" shall be issued by the Engineer-in-charge with copy thereof to the procurement Officer-Publisher. The Procurement Officer-Publisher shall up load the summary and declare the process as complete.
- c) In the e-Procurement Portal, the system shall generate the template of award letter and the Officer Inviting the Bid shall mention the amount of Performance Security and additional security required to be furnished in the letter and intimate the bidders in his e-mail ID. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.
- d) The bidder shall within 15 days of issue of letter of acceptance, furnish the Performance security & additional Performance security (if any) in the prescribed form & the work programme & shall sign the agreement in prescribed format, failing which the Engineer-in-Charge shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the Bid Security absolutely. The agreement will incorporate all agreements between the officer inviting the bid and the successful bidder.
- e) The successful bidder should have submit a undertaking for use of one jetting machine for each projected areas during signing of agreement
- f) If **L₁ bidder does not turn up for agreement** after finalization of the tender, then he shall be debarred form participation in bidding for three years and action will be taken to blacklist the contractor. In that case, the L₂ bidder, if fulfils, other required criteria would be called for drawing agreement for execution of work subject to the condition that L₂ bidder negotiates at par with the rate quoted by the L₁ bidder otherwise the tender will be cancelled. In case a contractor is black listed, it will be widely published and intimated to all departments of Government and also to Govt. of India agencies working in the state.

(Amendment to Para-3.5.14 Note-I of OPWD Code Vol.-I , OM No.12366/W dated 8.11.2013)

g) Following documents shall form part of the agreement

- i. The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence & documents leading thereto & required amount of performance security including additional performance security as per sub clause 37.B.e. hereof.
- ii. Standard Bid Document P.W.D. Form **G2**.
- iii. The letter to proceed with the work shall be issued by Engineer-in-charge only after signing of the agreement. The notification of award will constitute the formation of the contract subject only to the furnishing of performance security and additional performance security in accordance with the provisions of the agreement.
- iv. On acceptance of the composite bids by the competent authority the letter of award will be issued by the Engineer-in-Charge of the major component of the work on behalf of the Governor of Odisha.

SECTION- 2(C)
DATA SHEET

Ref Cl. No	Description
	Name of the Work: " <i>Operation and Maintenance of existing Sewerage System of Unit-IX flat, acharyavihar etc areas under WATCO Section, Unit-IX Flat, Bhubaneswar City</i> ".
Section-8	Broad Scope of Works: "Operation and Maintenance of existing Sewerage System of Unit-IX flat, acharyavihar etc areas under WATCO Section, Unit-IX Flat, Bhubaneswar City".
2(B)1.(a)	Name of the Employer: General Manager, WATCO DIVISION-II, Bhubaneswar.
2(B)33.6	Method of selection: Qualifying in the Technical Bid and L₁ in the Price Bid.
2(B)26.	Two Bid System: Part-I: General & Technical Bid and Part-II: Price Bid to be submitted as detailed at Clause-2(B) 26.
2(B)15.	Proposals shall be submitted in the following language: English
2(B)21.	Offers must remain valid for 120 (One Hundred Twenty) days from the date of opening of Price Bid.
2(B)25.1	Seeking of Clarifications may be requested till 5.00 PM of Dt.07.08.2026.
2(B)30	The tender (Technical Bid) will be opened on following date and time: 12.30 PM of Dt.18.08.2026
2(B)33.5	The date of opening of Price Bid shall be intimated separately by writing or by mail after the technical evaluation is over.

SECTION –2 (D)
LETTER FOR SUBMISSION OF TENDER

[To be filled in by the Bidder]

<i>Note:- (1)</i> <i>(2)</i>	<i>Additional conditions appended to the tender will make the tender liable for rejection.</i> <i>Non-submission of EMD in proper shape and other required documents as detailed hereinafter shall make the tender liable for rejection.</i>
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Ref. No. _____/Dated _____

To

The General Manager, WATCO DIVISION-II, Bhubaneswar.

Sub: Tender for the work "**Operation and Maintenance of existing Sewerage System of Unit-IX flat, acharyavihar etc areas under WATCO Section, Unit-IX Flat, Bhubaneswar City**".

Ref: **Tender Identification No. GMWATCO-II/ 20 (01) /2026-27 Dt.28.07.2026 published in the website www.tendersodisha.gov.in.**

Dear Sir,

With reference to the above, we are to inform you that in response to your above referred NIT, we have downloaded the Detailed Tender Call Notice (DTCN) Part-I & II and that after having thoroughly examined the same, we hereby tender for the work to execute the work within the stipulated time and in conformity with the relevant clauses of the DTCN along with all related statutory rules and regulations for the amounts as quoted in the accompanying price bid.

2) I/We have studied, acquainted and satisfied ourselves with the site and its working conditions for the successful and timely completion of the work.

3) I/We are submitting herewith Bar Chart to complete the work in time.

4) **Our offer is unconditional and is in conformity with the requirements of the DTCN. We understand that any additional condition put by us in the tender shall make our tender liable for rejection.**

5) I/We understood that you are not bound to assign any reason in case of rejection of our tender.

6) I/We agree to keep our offer open for a minimum of **120 (One Hundred Twenty) days from the date of opening of the Price bid**. Further extension of validity will be our prerogative.

Should this tender be accepted, we hereby agree to abide by and fulfil all the terms and provisions of this Detailed Tender Call Notice (DTCN).

Thanking you.

Yours faithfully,

Name and Signature
of the authorised signatory
along with seal and address of the firm.

SECTION-2 (E)

TENDER DECLARATION

[To be filled in by the tenderer]

I/We hereby tender for the execution for the Governor of Odisha of the work specified in the enclosed memorandum at the rates given in the price bid and will complete the said work in all respects within the period as specified in the Detailed Tender Call Notice and in accordance with the specifications, designs and drawings and other documents referred to therein, which shall have to be approved by the **General Manager, WATCO DIVISION-II, Bhubaneswar** and such other written instructions as may be given by the WATCO, Odisha from time to time for duly carrying out of the said works and with such materials as are provided for in accordance with the conditions and special conditions hereto attached. I/We have inspected the work site and studied its conditions, labour, materials and have understood the tender implications fully.

Should this tender be accepted I/We hereby agree to abide by and fulfil all the terms and provisions of the said conditions and special conditions of the contract annexed hereto or in default thereof to forfeit and pay to the Governor of Odisha the sums of money mentioned in the said conditions and in the event of such default the transaction effected by this tender shall cease and determine.

Signature of Tenderer /
Contractor
(Seal)

SECTION-2(F)

LETTER OF ACCEPTANCE OF TENDER

*(To be filled in by **General Manager, WATCO DIVISION-II, Bhubaneswar**)*

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

**General Manager,
WATCO DIVISION-II, BBSR**
Signed on behalf of the
Governor of Odisha

SECTION-2(G)

MEMORANDUM

(To be filled in by the contractor during signing of Agreement)

1.	Name of the work		<i>Operation and Maintenance of existing Sewerage System of Unit-IX flat, acharyavihar etc areas under WATCO Section, Unit-IX Flat, Bhubaneswar City .</i>
2.	Approximate Cost	:	Rs.95.27 Lakhs
3.	Accepted tender Value	:	Rs.
4.	Security Deposit (Earnest Money Deposit) (Online remittance)	:	Rs.0.96 Lakhs
5.	Initial Security Deposit (@ 2% of the accepted tender)	:	Rs. _____ Lakh
6.	Percentage to be deducted from each Bill as security deposit	:	@ 5 (five) %
7.	Additional Performance Security Deposit	:	Rs. _____ Lakh
8.	Time allotted for completion of the work (from the date of written order to commence)	:	02 (Two) Years
9.	Date of written order to commence.	:	
10.	Total number of items of work tendered for (as per schedule attached hereto).	:	

Signature of Tenderer / Contractor

SECTION –3

INFORMATION REGARDING TENDERER

(To be filled in by the Tenderer)

A. In case of individuals:

- i. Name of Tenderer :
- ii. Whether his business is registered :
- iii. Date of commencement of business :
- iv. Whether he pays income tax each year. :
If yes, furnish particulars.

B. In case of Partnership Firm/Limited Liability Partnership:

- i. Names of Partners :
- ii. Whether partnership is registered. :
- iii. Date of establishment of the firm. :
- iv. In case, income tax is paid by each Partner, the details to be furnished. :

C. In case of Company :

- i. Amount of paid up capital. :
- ii. Names of Directors. :
- iii. Date of registration of the Company. :
- iv. Copies of the last three year's balance sheets of the Company. :

Signature of the Tenderer

SECTION-4

DECLARATION BY THE TENDERER

1. I have visited the site and have fully been acquainted myself with the local situation regarding materials, labour and the factors pertaining to the work before submitting the tender.
2. I have carefully studied the conditions of the contract, specification and other documents of this work and I agree to execute the same accordingly.
3. I solemnly pledge that I shall be sincere in discharging my duties as responsible contractor and complete the work within the prescribed time limit. I shall submit detailed construction programme with target dates for various items and stages of work keeping in view the time limit and shall accordingly arrange for necessary labours, materials, and equipments etc., punctually. In case there are deviations from the construction programme, I shall abide by the decision of the Engineer-in-charge for revision of the programme and shall arrange for labour, materials, equipments etc
4. I shall follow all rules and regulations of the state in force with regard to engagement of labour for the work.
5. The documents furnished with the tender are correct to the best of my knowledge and belief and if any information found to be incorrect in future, the Department has the liberty to take any action as deemed fit.

Signature of the Tenderer

SECTION-5

Deleted

SECTION-6

CONDITIONS OF CONTRACT

6.1 Decision of General Manager is Final:

The party whose tender is accepted hereinafter called the contractor is to provide everything of every sort and kind (with the exceptions noted in the schedule attached) which may be necessary and requisite for the due and proper execution of the several works included in the contract according to the true intent and meaning of the drawings and specification taken together, which are to be signed by the **General Manager, WATCO Division-II, Bhubaneswar** herein after called the General Manager and the contractor whether the same may or may not be particularly described in the specification or shown on the drawing provided that the same are reasonably and obviously to be inferred there from and in case of any discrepancy between the drawings and the specifications the General Manager is to decide which shall be followed.

6.2 Amendment of Errors during Progress of Work:

The contractor is to set out the whole of the works in conjunction with an officer to be deputed by the General Manager and during the progress of the works to amend on the requisition of the General Manager any errors which may arise therein and provide all the necessary labour and materials for doing. The contractor is to provide all plant labour and materials (with the exception noted in Schedule), which may be necessary and requisite for the works. All materials and workmanship are to be the best of their respective kinds. The contractor is to leave the works in all respects clean and perfect at the completion thereof.

6.3. Fair Wage Clause:

The contractor shall not employ for the purpose of this contract any person who is below the age of fourteen years, and shall pay to each labourer, for the work done by such labourer, fair wages. Fair wages means wages whether for time or piecework, prescribed by the State P.W.D. provided that where higher rates have been prescribed under the minimum wages Act, 1948, wages at such higher rates should constitute fair wages.

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

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

6.4. Approved Drawings & Specification of Site with Contractors Agent:

Complete copies of the drawing and specifications signed by the General Manager and the same or copies thereof are to be kept with the works in-charge of the contractor's agent which is to be constantly kept on the ground by the contractor and to whom instructions can be given by the General Manager.

6.5. Work not to be sublet:

The work should not be sublet. During execution of work if it is found that the work/ part of the work is sublet, the General Manager may there upon by notice in writing, rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government. In addition, the contractors shall not be entitled to recover or be paid for any work thereafter actually performed under the contract.

6.6. Deviation from Approved Drawing and Specifications:

The contractor is not to vary or deviate from the drawings or specifications or execute any extra work of any kind whatsoever unless upon the authority of the General Manager to be sufficiently shown by any order in writing, by any plan or drawing expressly given and signed by him as an extra or variation or by any subsequent written approval signed by him. In case of daily labour all vouchers for the same are to be delivered to the General Manager or the Officer-in-Charge at least during the week following that in which the work may have been done and no day work shall be allowed unless authorised by the General Manager and no such authority shall be given if the work is capable of being measured and being paid for at an agreed rate.

6.7. Rate for Extra Work:

Any authority given by the General Manager for any alterations or addition in or to the works is not to vitiate contract but all additions omissions or variations made in carrying out the works are to be measured and valued and certified by the General Manager and added to or deducted from the amount of the contract as the case may be at rates in accordance with the sanctioned schedule of rates in force at the time when the particular item of work was commenced. In those cases in which rates do not exist, the **Director Operation, WATCO, Bhubaneswar** will fix the rates to be paid and his decision shall be final.

- 6.8. **Extension of Time:**
Continuous is time is fixed. However, if the contractor shall desire an extension of time for completion of the work on the ground of his having been come across with unavoidable hindrance in its execution or any other grounds he shall apply in writing to General Manager within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid and the authority shall if in his opinion (which shall be final) as reasonable ground be shown thereof authorized such extension of time if any, as may in his opinion, be necessary or proper. The authority shall at the same time inform the contractor whether the authority claims compensation for delay, in case there is any delay in execution due to non-availability of stock materials or land or rise in cost of materials and labour or any reason whatsoever beyond the control of authority, the contractor is bound to execute the work as per the terms and rates in the contract and no monetary claim on such account will be acceptable to the authority but extension of time, proportionate to the delay in execution may be granted by the authority considering the merit of the case. The competent authority reserves the right to take any expert advice of any Committee / Secretary / Legal Advisor while considering the application of the contractor for extension of time and can impose any condition which shall be binding on the contractor.
- 6.9. **Works & Materials at Site to be Property of Government of Odisha:**
All works and materials brought and left at site by the contractor or by his orders for the purpose of forming part of the works are to be considered to be the property of the **Governor of Odisha** and the same are not to be removed or taken away by the contractor or any other person without the specific permission in writing of the General Manager but the Governor of Odisha will not be liable for any loss or damage which may happen to or in respect of any such work or materials either by the same being lost or stolen or injured by weather or otherwise.
- 6.10. **Supply of Materials:**
The contractor shall at his own expense provide all materials required for the work. The materials supplied by the contractor shall conform to relevant latest editions of the specification and codes of practices of the Bureau of Indian Standards or in their absence to other specifications as may be specified by the Engineer-in-charge. The contractor shall furnish necessary certificates in support of the quality of the materials as may be required by the Engineer-in-charge.

The Engineer-in-charge shall have absolute authority to test the quality of materials at any time through any reputed laboratory at the cost of contractor. The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The General Manager has full power for removal from the premises of all materials which, in his opinion, are not in accordance with the specification and in case of default, the General Manager is to be at liberty to sell such materials and to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The General Manager is also to have full power to require other proper materials to be substituted and in case of default, the General Manager may cause the same to be supplied and all costs which may attend such removal and substitution are to be borne by the contractor and may be recovered from the sale proceeds of such rejected materials when necessary, the balance, if any, being kept in deposit in the contractor's favour.
- 6.11. **Execution with Defective Workmanship & Improper Materials:**
If in the opinion of the General Manager any of the works have been executed with improper materials or defective workmanship, the contractor is then required by the General Manager forthwith to re-execute the same and to substitute proper materials and workmanship and in case of default of the contractor in so doing within a week, the General Manager is to have full power to employ other agency to re-execute the work and the cost thereof shall be borne by the contractor.
- 6.12. **Rectification of Defects within Guarantee Period:**
Any defects, shrinkage or other faults which may appear within 12 (twelve) months from the completion of the work arising out of defective or improper materials or workmanship are upon the direction of the General Manager to be amended and made good by the contractor at his own cost unless the General Manager for reasons to be recorded in writing shall decide that they ought to be paid for and in case of default, the Governor of Odisha may recover from the contractor the cost of making good the works.
- 6.13.1 **Responsibility of the Contractor during Execution of Work:**
From the commencement of the works to the completion of the same they are to be under the contractor's charge. The contractor is to be held responsible for and to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they are to hold the Governor of Odisha harmless from any claims for injuries to persons or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or of any one of his employees during the execution of the works.

- 6.13.2.a The contractor will submit the list of safety equipment, devices available with him/ her at the time of execution of agreement. The department manager may physically verify the same if required.
- b. The contractor will furnish insurance cover of at least Rs.10.00 lakhs for the person engaged for cleaning of sewer at the time of signing of agreement. In case of failure, the contractor is liable to pay compensation of Rs.10.00 lakhs/ person to the family of deceased engaged for cleaning of sewerage work..
- c.i. If the victim belongs to a member of SC&ST, the contractor is liable to pay compensation of rs.8.00 lakhs under SCST (prevention of Association) Rule 1995 in addition to the above.
- ii. Out of the above compensation an amount of Rs.4.125 lakhs will be paid on lodging of FIR/ Post mortem stage & balance after the charge sheet (As per order No.27/A Prevention of sewer death/ 2020-1 SWD dt.26.06.2000)

6.14. **Execution of Works in the Site by Other Workmen:**

The General Manager is to have full powers to send workmen upon the premises to execute fittings and other works not included in the contract for whose operations the contractor is to afford every reasonable facility during ordinary working hours provided that such operations shall be carried on in such a manner as not to impede the progress of the work included in the contract but the contractor is not to be responsible for any damage which may happen to or be occasioned by any such fittings or other works.

6.15. **Compensation for Delay:**

- a) The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the written order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract, be carried on with all due diligence (time being deemed to be essence of the contract on the part of the contractor) and the contractor shall pay, as compensation, an amount equal to $\frac{1}{2}$ percent of 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 General Manager Division II shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by the General Manager Division II or his authorised agents, are fully complied with by the contractor to the General Manager Division II work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month, to complete one-fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed, one half of the work, before the half of such time has elapsed, and three fourth of work before three fourths of such time has elapsed, in the event of the contractor failing to comply with the condition he shall be liable to pay as compensation an amount equal to one-third percent on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete. Provided that the entire amount of compensation to be paid under the provision of this clause shall not exceed 10% (Ten Percent) of the estimated cost of the work as shown in the tender.

All the daily sewerage complaints should be addressed immediately within 24 hours of report by concerned manager/ Assistant manager via phone/ message/ from Section office. The completion of complain should be reported to the Manager/ Assistant Manager/ Party concerned immediately.

However incase the complain is not attended within 24 hours, then the said work will be taken up by engaging other PSSO and the expenditure incurred will be recovered from your bill as per Schedule of rates at the time of payment.

- b) If there are possibilities of exceeding this compensation amount as mentioned in clause (a) 10% of the estimated cost, or in any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit in the hands of Government (whether paid in the sum or deducted by instalments) the General Manager on behalf of the Governor of Odisha, shall have power to adopt any of the following courses, as he may deem best suited to the interest of the Government.
- i) To rescind the contract (of which recession notice in writing to the contractor under the hand of the General Manager shall be conclusive evidence) 20% of the value of the left over work will be realised from the contractor as penalty.

In the event of any of the above courses being adopted by the General Manager the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advance on account of with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work

there to for actually performed under this contract, unless and until the General Manager 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.

6.16. **Circumstances for Rescission of Contract:**

If the contractor shall become bankrupt or compound with or make any assignment for the benefit of his creditors or shall suspend or delay the performance of his part of the contract (except on account of cause mentioned in **Clause 6.15** or in consequence of not having proper instructions for which the contractor shall have duly applied) the General Manager may give to the contractor or his assignee or trustee as the case may be notice requiring the works to be proceeded with and in case of default on the part of the contractor for a period of seven days, it shall be lawful for the General Manager to rescind the contract, if necessary, and to enter upon and take possession of the work and to employ any other person to carry on and complete the same and to authorise him or them to use the plant, materials and property of the contractor upon the works and the costs and the charge incurred in any way in carrying on and completing the said works are to be paid to the General Manager by the contractor or may be set off by the General Manager against any money due or to become due to contractor. If the assignee or trustee of the Contractor proceeds with the work, the conditions of this contract shall be binding upon the said assignee or trustee.

6.17. **Payment Certificate:**

A Certificate of the General Manager or an award of the refer hereinafter referred to as the case may be showing the final balance due or payable to the contractor is to be conclusive evidence of the works having been duly completed and that the contractor is entitled to receive payment of the final balance, but without prejudice to the liability of the contractor under the provisions of **Clause-6.11**.

6.18. The General Manager shall make payment of work in full or part thereof those shall have been certified, subject to availability of Letter of Credit (LoC).

6.19. **Price Variation / Escalation Clause: (Vide Works Deptt. Office Memorandum No.12606/W dt.24.12.2012)**

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

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

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

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

In the situation where the period of completion is initially stipulated in the agreement as less than 18 (eighteen) months but subsequently the completion period has been validly extended on the ground that the delay in completion is not attributable to the contractor and in the result the total period including the extended period stands more than 18 (eighteen) months or more, price escalation for other materials is admissible only for the remaining period excluding 18 (eighteen) months there from.

Formula to calculate the increase or decrease in the price of material:-

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

$$V_m = 0.85 \times P_m / 100 \times R \times (M_i - M_0) / M_0$$

- V_m = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates of materials other than cement, steel, bitumen, pipes and POL.
- R = Value of work done during the quarter under consideration excluding the work executed under extra items if any at prevailing schedule of rate/ derived rates.
- M_o = The all India wholesale Price Index (all commodities) prevailed during the quarter of last date of receipt of bids (as published by the Economic Adviser to Govt. of India, Ministry of Industry and Commerce, New Delhi).
- M_i = The all India wholesale price index (all commodities) for the quarter under consideration as published by Economic Adviser, Govt. of India, Ministry of Industry and Commerce, New Delhi. In respect of the justified period extended for completion of the work, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered.
- P_m = Percentage of material Component (other than cement, steel, bitumen, pipes and POL) of the work, as indicated in clause – (d) below.

(a) (ii) **REIMBURSEMENT / RECOVERY OF DIFFERENTIAL COST DUE TO VARIATION IN PRICES OF PRINCIPAL MATERIALS (STEEL, CEMENT, BITUMEN & PIPES NOT ISSUED BY DEPARTMENT) AFTER SUBMISSION OF TENDER.**

If after submission of the tender, the prices of steel, cement, bitumen and pipes (not being supplied by the Department) increases / decreases beyond the price (s) prevailing at the time of the last date for submission of tenders including extension for the work, the contractor shall be eligible to get differential cost due to such hike on the value of works executed during the stipulated period and during the extended period when the reason of delay in completion of the work is not attributable to the contractor. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get price variation on the above materials on the value of works executed during the extended period.

Reimbursement in case of differential cost due to increase in prices of cement, steel, bitumen and pipes are to be made by the General Manager with prior approval of tender accepting authority subject to following conditions:

- 1) Contractors have to submit the vouchers showing procurement of different materials from authorized dealers for the said work.
- 2) Differential cost will be allowed only for the works which are progressed as per the approved work programme / revised work programme duly approved by the Engineer-in-charge.

Recovery in case of decrease in prices of cement, steel, bitumen and pipes shall be made by concerned General Manager from the Contractor immediately.

The increase / decrease in prices of cement, steel, Bitumen and Pipes for reimbursement / recovery shall be determined as follows.

a) **Adjustment towards differential cost of cement**

$V_c = (C_i - C_o) / C_o \times \text{Actual quantity of cement utilised in the work during the quarter under consideration} \times \text{base price of cement as prevailing on the last stipulated date of receipt of tender including extension, if any.}$

V_c = Differential cost of cement i.e. amount of increase or decrease in rupees to be paid or recovered

C_i = All India wholesale price index for cement for the quarter under consideration as published by Economic Adviser, Government of India, Ministry of Industry and Commerce, New Delhi.

C_o = All India wholesale price index (as published by Economic Adviser, Government of India, Ministry of Industry and Commerce, New Delhi) for cement as prevailing on the last stipulated date of receipt of tender.

b) **Adjustment towards differential cost of Steel**

$V_s = (S_i - S_o) \times \text{Actual quantity of steel utilised in the work during the quarter under consideration}$

V_s = Differential cost of steel i.e. amount of increase or decrease in rupees to be paid or recovered

S_i = Cost of the steel as prevailed during the period under consideration as fixed by Steel Authority of India.

S_0 = Base price of steel prevailing as on the last date of submission of tender including extension, if any.

c) **Adjustment towards differential cost of Bitumen.**

$V_b = (B_i - B_0) \times$ Actual quantity of Bitumen utilised in the work during the quarter under consideration

V_b = Different cost of bitumen i.e. amount of increase or decrease in rupees to be paid or recovered

B_i = Average Cost of Bitumen prevailed during the period under consideration as fixed by IOCL/ BPCL/HPCL.

B_0 = Base price of Bitumen as prevailing on the last stipulated date of receipt of tender including extension, if any.

d) **Adjustment towards differential cost of Pipes.**

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

V_p = Different cost of Pipe i.e. amount of increase or decrease in rupees to be paid or recovered during the quarter under consideration.

P_p = Percentage of pipe component of the work as indicated in the Clause - (d)

R = Value of work done during the quarter under consideration excluding the value of work executed under extra items, if any, at prevailing schedule of rates or derived rate.

P_i = All India Wholesale Price Index for the period under consideration as published by Economic Advisor, Government of India, Ministry of Industry & Commerce, New Delhi for the type of pipe under consideration.

P_0 = All India Wholesale Price Index (as published by Economic Advisor, Government of India, Ministry of Industry & Commerce, New Delhi) as on the last stipulated date of receipt of tender including extension, if any, for the type of pipe under consideration.

(b) **REIMBURSEMENT / REFUND DUE TO STATUTORY RISE IN COST OF MINIMUM WAGES BY GOVERNMENT.**

If after submission of the tender, the wages of labour increases or decreases as a direct result of the coming into force of any fresh law, or statutory rule or order beyond the wages prevailing at the time of the last date of submission of tenders including extensions, the contractor shall be eligible to get escalation due to such hike on the value of works executed during the stipulated period and during the validly extended period when the delay in completion is not attributable to the contractor. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get escalation on labour on the value of works executed during the extended period.

The contractor shall within a reasonable time of his becoming aware of any alteration in the price of any such wages of labour, give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in a position to supply. Engineer-in-Charge may call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of wages and actual payment thereof. For this purpose, the labour component of the work executed during period under consideration shall be the percentage (as specified in table below) of the value of the work done during that period and the increase / decrease in labour shall be considered on the cost of minimum daily wages of any unskilled Labourer, fixed by the Government of Odisha under Minimum Wages Act.

The compensation for escalation for labour shall be worked out as per the formula given below:

$$V_i = 0.85 \times P_i / 100 \times R \times (L_i - L_0) / L_0$$

V_i = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates of minimum wages.

R = Value of work done during the quarter under consideration excluding the work executed under extra items if any at prevailing schedule of rate / derived rates.

L_0 = The Minimum Wages for labour as notified by State Government, as prevailing on the last stipulated date of receipt of tender including extension, if any.

L_i = The minimum wages for labour as notified by State Government & as prevailed on the last date of the quarter previous to the one under consideration. In respect of the justified period extended, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to

stipulated date of completion or the minimum wage prevailing on the last date of the quarter previous to the one under consideration, whichever is less, shall be considered.

P_i = Percentage of labour component of the work, as indicated in the Clause (d).

(c) **REIMBURSEMENT / REFUND DUE TO VARIATION IN PRICES OF P.O.L:**

Similarly, if during the progress of work, the Prices of Diesel, Petrol, Oil & Lubricants increases or decreases as a result of the price fixed thereof by the Government of India and the contractor there upon necessarily and properly pays such increased or decreased price towards Diesel, Petrol, Oil & Lubricants used in the execution of the work, then he shall be entitled to reimbursement or liable to refund, quarterly, as the case may be such an amount as shall be equivalent to the plus or minus difference of 85% in between the price of P.O.L, which is operating for the quarter under consideration and that operated for the quarter of last date of receipt of bids as per the formula indicated below provided that the work has been carried out within the stipulated time or extension there of as are not attributable to him. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get price escalation on P.O.L on the value of works executed during the extended period.

Formula to calculate the increase or decrease in the price of P.O.L:-

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

V_f = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for POL.

P_f = Percentage of P.O.L component of the work, as indicated in Clause – (d) below.

R = Value of work done during the quarter under consideration excluding the work executed under extra items if any at prevailing schedule of rate / derived rates.

F_i = All India Wholesale Price Index for Fuel , Oil & Lubricant (High Speed Diesel) for the quarter under consideration as published by Economic Adviser, Government of India, Ministry of Industry & Commerce, New Delhi. In respect of the justified period extended, the rates prevailing at the time of stipulated date of completion or the prevailing rates of the period under consideration, whichever is less, shall be considered.

F_0 = All India Wholesale Price Index for Fuel, Oil & Lubricant (High Speed Diesel) as prevailing on the last stipulated date of receipt of tender including extension, if any.

- (d) The following percentages will govern the price adjustment for the entire contract for different types of works as applicable given in the following table.

Percentage Table

Sl. No.	Category of works		% Component (costwise)		
			Labour (P_i)	P.O.L (P_f)	Steel + Cement+ Bitumen+ other materials *
1.	R&B works (% of component)	Road works	5	5	90
		Bridge works	25	5	70
		Building works	25	-	75
2.	Irrigation works (% of component)	Structural work	20	5	75
		Earth, Canal & Embankment work	25	10	65
3.	P.H. Work	Structural work	25	5	70
		Pipeline work	5	-	Pipe – 70% * other material -25%
		Sewer line	10	-	Pipe – 70% * other material -20%

*Note: Further break up may be workedout considering the consumption of Cement, Steel, Bitumen and Pipe in the concerned works for the period under consideration.

(e) **APPLICATION OF ESCALATION CLAUSE:**

- (i) The contractor shall for the purpose of availing reimbursement / refund of differential cost of steel, bitumen, cement, pipe, POL and wages, keep such books of account and other documents as are necessary to show that the amount of increase claimed or reduction available and shall allow inspection

of the same by a duly authorised representative of Government and further, shall at the request of the Engineer-in-Charge, furnish documents to be verified in such a manner as the Engineer-in-Charge may require any document and information kept. The contractor shall within a reasonable time of 15 days of his becoming aware of any alteration in the price of such material, wages of labour and / or price of P.O.L give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition alongwith information relating there to which he may be in a position to supply.

- (ii) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The first such payment shall be made at the end of three months after the month (excluding the month in which tender was accepted) and thereafter at three months interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.

6.20. If at any time after the commencement of the work the Governor 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 the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations having been made in the original specification, drawings, designs and instruction which shall involve any curtailment or increase of the work as originally contemplated.

6.21. **Incentive for Early Completion:**

Incentive @ 1% will be paid in case of completion of the work ahead of One month (Part of month shall be excluded) from the stipulated date for completion and the maximum amount shall be 2% if the work is completed 2 months ahead of the schedule time. For payment of incentive, the codal provision as laid by Works Department in their letter No.10070 Dt.08.06.2007 and OPWD Code Volume – I, Para 3.5.5. and subsequent amendment thereof shall be followed.

6.21.1 **Amendment to Para-3.5.5 (V) Note-III of OPWD Code, Vol-I by inclusion**

Note-III-For availing incentive clause in any project which is completed before the stipulated date and completion, subject to other stipulations it is mandatory on the part of the concerned General Manager to report the actual date of completion of the project as soon as possible through fax or e-mail so that the report is received within 7 days of such completion by the concerned SE, CE & the Administrative Department. The incentive for timely completion should be on a graduated scale of one percent to 10 percent of the contract value. Assessment of incentives may be worked out for earlier completion of work in all respect in the following scale.

Before 30% of contract period = 10 % of Contractor Value
 Before 20 to 30% of contract period = 7.5 % of Contractor Value
 Before 10 to 20% of contract period = 5 % of Contractor Value
 Before 5 to 10% of contract period = 2.5 % of Contractor Value
 Before 5% of contract period = 1 % of Contractor Value

6.22. **Defects Liability Period:**

The defect liability is **12 months** from the date of formal taking over of the work by the Engineer-in-charge.

6.23. **Contractor Liable for Damage done & for Imperfection for 180 days after Certificate:**

If the contractor or his work people or servants shall break, deface, injure or destroy any part of a building or structure in which they may be working or any building, road, fence, enclosure or grass land cultivated ground continue to the premises on which the work or any part of it is being executed or in any damage shall happen to the work while in progress from any cause whatsoever or any imperfection become apparent in it within 180 days from the date of the final certificate of its completion shall have been given by the Engineer-in-charge, as aforesaid, the contractor shall make the same good at his own expenses or in default the Engineer-in-charge may cause the same to be made good by other workman and deduct the expenses of which the certificate of the Engineer-in-charge shall be final from any sums that may be then or at any time thereafter may become due to the contractor or from his security or the proceeds of sale thereof or a sufficient portion thereof and the contractor shall be liable to pay of the expenses not so recovered by the Engineer-in-charge.

6.24. **Action where No Specification is mentioned:**

In the case of any class or items of works for which there is no such specification as mentioned in file, if such work shall be carried out in accordance with the detailed standard specification of Odisha, as followed by the State PWD/PHD and in the event of there being no specifications born in the said standard specification of Odisha for such items of work, then in such case the said item of work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge after obtaining approval from competent authority.

6.25. **Payment on Intermediate Certificate to be regarded as Advance and Bill to be submitted Monthly:**

A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month and the Engineer-in-charge and/or Assistant Engineer and/or Junior Engineer in immediate charge of the work shall take the requisite measurements for the purpose of having the same verified, and the claims for as admissible adjusted if possible before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge and/or his Engineering subordinates shall measure up the said work in the presence of the contractor, whose counter signature to the measurement list will be sufficient warrant, and the Engineer-in-charge and/or Assistant Engineer and/or his Engineering subordinates shall prepare a bill from such list which shall be binding on the contractor in all respects. Payment shall be made to the contractor in all respects.

The Engineer-in-charge will deduct @ 5% (five percent) of the value of each running bill prepared and submitted by the contractor, if any, on account of works done, and such sum or sums to be held in deposit as a further security for the due performance of the condition of the contract provided always that the General Manager may refuse to make such monthly payments if in his opinion, the progress of the work or the conduct of the contractor is not satisfactory or the contractor has in any other way done or neglect to do anything as to make it appear doubtful to the authority as to whether the works will be completed by the contractor in accordance with his contract, or has failed to comply with any instruction or order of Engineering personnel. All such interim payments from time to time shall be regarded as payments by way of advance against the final payment only and not as payments of work actually done and completed and shall not preclude the requirement of bad, unsound and imperfect or unskilful work to be removed and taken away and for reconstructed or re-erected, or be considered as an admission of the due performance of the contract, of any part thereof in any respect, or accrual of any claim not shall it conclude, determine or affect in any way the powers of Engineer-in-charge and/or Assistant Engineer and/or the General Manager under these condition or any of them as to the final settlement of adjustment of the accounts or otherwise or in any other way vary or affect this contract. The contractor shall submit the final bill within one month of the date for completion of the work failing which the Engineer-in-charge or his authorized representatives in the presence of the contractor shall prepare the final bill. For recording final measurement of the work, the Engineer-in-charge or his authorized shall serve a notice upon the contractor stipulating therein the date fixed for recording such measurement. If the contractor fails to attend the recording of final measurement by the Engineer-in-charge or his authorized representative on the date of stipulated, the Engineer-in-charge may at his discretion get the measurements recorded ex-parte or fix up another date as per his own convenience. Such measurements and the total amount payable to the contractor as certified by the Engineer-in-charge shall be final and binding on all parties.

6.26. **Black Listing:**

A Contractor may be black listed as per amendment made to Appendix XXXIV to OPWD Code Vol.-II on rules for black listing of Contractors vide letter No.3365 Dt.01.03.2007 of Works Department, Odisha. As per said amendment a Contractor may be blacklisted.

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

SECTION-07

SPECIAL CONDITIONS OF CONTRACT

- 7.1. **Changes in Constitution of Farm:**
In the case of tender by a partnership farm, any change in the constitution of the farm shall be forth with notified by the contractor to the General Manager/Director Operation/ Managing Director for his information. In case of failure to notify the change in the constitution within 15 days, the General Manager/Director Operation/ Managing Director may by notice in writing, rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the Governor of Odisha and the same consequence shall ensure as if the contract had been rescinded thereof and in addition the contractor shall not be entitled to recover or be paid for any work there for actually performed under the contract.
- 7.2. **Engineer's Access to Work:**
The General Manager is to have at all times access to the works, which are to be entirely under his control. He may require the contractor to dismiss any person in the contractor's employ upon the works who may be incompetent or misconduct him-self and the contractor is forthwith to comply with such requirements. Other supervising officers shall have all time access to the works.
- 7.3. **Workmen Compensation Act VIII of 1923:**
The Governor of Odisha shall be entitled to recover in full from contractor any amount that the Governor of Odisha may be liable to pay under Workman's Compensation Act VIII of 1923 to any workman employed in course of execution of any part of the work covered by this contract.
- 7.4. **Jurisdiction in the Event of Dispute:**
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 this agreement will be competent to bring a suit in regard to the matters covered by this contract at any place outside Odisha.
- 7.5. **Lighting & Sanitary Arrangement:**
Lighting & Sanitary arrangement and supply of drinking water will be made by the Contractor at his own cost for his labour camp.
- 7.6. **Payment of Duties, Levies & Taxes:**
The Contractor shall bear all Taxes including Duties, Levies, Central and State Sales Tax including work Contract Tax, Entry Tax, Income Tax, Royalties, Fair Weather Charges and Tollages where necessary & **Government of Odisha** shall not entertain any claim whatsoever in this respect. Statutory deduction of taxes as applicable shall be done from each running bill.
- 7.7. **The Building & Other Construction Workers Welfare Cess Act 199:**
In accordance with the provisions under the said Act 1% (One) of the approved agreement value will be deducted from the R/A Bill at the time of making payment to the contractor and such amount shall be remitted in favour of The Odisha Building & Other Construction Workers Welfare Board.
- 7.8. **Site Clearance:**
After the work is finished or completed, surplus materials and debris are to be removed by Contractor at his own cost and preliminary works such as GSTs, mixing platforms, level pillars, temporary sheds and go-downs etc. are to be dismantled and all such materials removed from site. The site involved in the construction activities should be cleared and dressed properly with outward slope away from the structure. After the work is completed in all respects as per the contract, the contractor shall vacate the site within three months from the date of completion & commissioning, by making good the damages if any.
- 7.9. **Works to be carried Out:**
The work to be carried out under the contract shall include all materials, labour, tools and plants, equipment and transport which may be required in preparation of and for in the full and entire execution and completion of the works. The description given in the schedule of quantities/scope of work shall, unless otherwise stated, be held to include wastage on materials, carriage & cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

7.10. **Sufficiency of Tender:**

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of quantities (DTCN), which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and commissioning of the works.

7.11. **Rates:**

The Tenderer shall quote their offer on **Lump Sum Bids** for the complete work in all respects. The offer shall be inclusive of cost of all materials, labour, T&P inclusive of all duties, levies, taxes of Central and State Government including Works Contract tax the building and other construction workers welfare cess with surcharge, entry tax, tollages, royalties, packing and forwarding, transportation, insurance, loading & unloading, storage, watch and ward, delivery of the materials to the site etc. and all other expenses incidental thereto for successful completion, testing & commissioning of the work.

7.12. **Transportation:**

The contractor shall be responsible for the transportation of all materials, tools and plant, equipment and machinery to the work site as may be required at site.

7.13. **Custody of the Materials:**

The contractor shall be responsible for safe custody of the materials at site and the Governor of Odisha will not be responsible for any loss or damage of the property at site.

7.14. **Construction Schedule:**

The contractor shall submit a detailed work schedule in the form of Bar Chart along with his tender indicating the detailed break-up of the job, failing which the tender will be cancelled. This will include all operations from procurement of materials to final testing at site to be indicated in detail with reference to the time period for each.

The construction schedule as submitted by the contractor shall be revised by the General Manager and approved with necessary modification if any after acceptance of the tender. The contractor shall furnish 6 copies of the approved schedule within a time to be intimated to him before drawl of the agreement. The approved Bar Chart shall form a part of the agreement. This approved schedule shall be binding on the contractor.

7.15. **Security Deposit:**

The tenderer whose tender is selected for acceptance shall make an security deposit of **3% (three percent)** of the accepted tender amount together with the earnest money deposited with the tender which forms the initial security deposit (ISD) within 7(seven) days of issue of letter of intent and sign the agreement in the prescribed form within **10 (ten) days** of issue of letter of intent after depositing the balance ISD. The ISD shall be deposited in shape of NSC / POTD / Post Office Savings Bank Account / KVP/ Deposit Receipt in Schedule Bank duly pledged in favour of the **General Manager, WATCO Division-II, Bhubaneswar**. No tender shall be accepted unless required amount of security money is deposited.

In addition to the **ISD, 3%** of the bill amount shall be deducted from each bill towards the security deposit. The earnest money deposit, the initial security deposit before and after acceptance of tender together with the subsequent deduction from the contractor's bill shall form part of the security deposit equivalent to 7% of the contract value for the due fulfilment of the contract.

The security deposit of the contractor shall be refunded only 12 (twelve) months after the date of completion of the work provided the final bill has been paid and defects if any rectified.

If however there is inevitable delay in payment of final bill, the earnest money deposit and initial security deposit forming part of the security deposit may be refunded on orders of competent authority.

7.16. **Monitoring of the Project:**

Time is the essence of the contract. The execution of the project shall be closely monitored to ensure that quality; cost & time of the project are not compromised in any manner.

The contractor shall submit monthly progress reports in a format as may be prescribed by the Engineer-in-charge. The monthly progress report shall be evaluated by the General Manager vis-à-vis the approved bar chart and any deficiency observed thereto shall be communicated to the contractor. The contractor shall have to make up the deficiencies within the specific time period communicated to him by the General Manager failing which the contractor shall be liable for action as per **Clause -7.26**.

In addition, the contractor shall submit monthly day-wise work program one month in advance to General Manager for approval under intimation to the General Manager & Managing Director, WATCO, Bhubaneswar to

ensure speedy implementation of the work and effective monitoring at all levels. Failing to do so shall also invite action under **Clause -7.26**.

7.17. **Site Order Book:**

A site Order Book shall be issued to the contractor by the Engineer-in-charge or his representative. The contractor shall keep this Book always at site and any special order or instruction to be issued to the contractor shall be recorded in this Book by the Engineer-in-charge or his representative. The contractor shall sign all orders and instructions as token of his knowledge about the same. The site Order Book shall be the property of the department but will remain during the period of the progress of the work with the contractor. The safe custody of the site Order Book during this period shall be the responsibility of the contractor. After completion of the work, the Book shall be returned back by the contractor to the Engineer-in-charge, which will be enclosed in the final bill.

7.18. **Guarantee:**

Default liability period is **02 (two) years** from the date of preliminary acceptance of the work conforming to provisions in scope of work. During this period, the contractor shall replace the defective materials if any or rectify the defects if any at his own cost as pointed out by the Engineer-in-charge to the satisfaction of the later.

7.19. **Land:**

The department may provide land if available for construction of site office to the contractor on payment of usual rent.

7.20. **Unilateral Stoppage of Work:**

Unilateral stoppage of work by the contractor without prior written permission of the Engineer-in-charge shall be considered as breach of contract and the Governor of Odisha reserves the right to take such actions as it may be deemed fit.

7.21. **Resident Engineer:**

The contractor shall engage for this work competent, qualified and authorised resident Engineers and Assistants to the satisfaction of the Engineer-in-charge. The Resident Engineer shall represent the contractor in his absence in receiving directions from officers of the Department, which will be binding on the contractor.

7.22. **Force Majeure:**

Neither the contractor nor the General Manager shall be considered in default in delayed performance of its obligation if such performance is prevented or delayed because of work to hostilities, revolution, civil commotion, epidemic, accident, fire, cyclone, flood, earthquake or because of any law and order proclamation, regulations or ordinance of the Government thereof or because of any act of God or for any cause beyond reasonable control of the party affected. Should one or both the parties be prevented from fulfilling their contractual obligations a state of force majeure lasting continuously for a period of 6 months, the two parties shall consult each other regarding the future execution of the contract for mutual settlement.

7.23. **Damages to Persons and Property:**

The contractor shall take every precaution not to damage or injure adjoining or other property of any persons. He shall indemnify and keep indemnified the employee against all claims for injuries or damages to any person or any such property (including surface or land or crops in site) which may arise out of or in consequence of any negligence or default on the representatives and against all claim, demands proceedings damages, costs, charges and expenses whatsoever in respect of or in relation thereto. The Department does not take any responsibility on this account. (Ref Para3.13.1 & 3.13.2)

7.24. **Attention to Urgent Works:**

If any urgent work in the opinion of Engineer-in-charge becomes necessary to be executed and the contractor is unable and unwilling at once to carry out, the Engineer-in-charge may by his own or through other agency carry it out, as he may consider necessary. All expenses incurred on it shall be recoverable from the contractor or be adjusted against any sum payable to him.

7.25. **Safety Devices:**

- i) **Scaffolding:** Suitable scaffolding shall be provided for workmen for all works that can not be safely done from the ground or solid construction except such short period of work as can be done safely from the ladders. When a ladder is used an extra labour shall be engaged for holding the ladder and if the ladder is used in carrying the materials, suitable foot holds and handholds shall be provided on the ladder. The Engineer-in-charge will have the right to inspect the scaffolding and centring etc. for the work and can reject partly or fully such structure if found defective in his opinion.

- ii) **Working Platforms:** Working platforms, gangways and stairways shall be constructed such that they do not sag unduly or unequally. If the height of the platforms or gangway or stairway is more than 3.25 meters above the ground or floor level, it shall be closely guarded, have adequate width and suitably fenced.
- iii) **Safe means of access:** Safe means of access shall be provided to all working platform and other working places.
- iv) **Precaution against Electrical Equipment:** Adequate precaution shall be taken to prevent danger from electrical equipment. Hand lamps shall be provided with Mesh guard, wherever required.
- v) **Preventing Public from Accident:** No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or public. The contractor shall provide all necessary fencing and light to protect the public from accident and shall be bound to bear expenses of defence or any suit action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precaution and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such person or which may with the consent of the contractor, be paid to compromise any claim by any such person. The contractor not to come cause blockage of traffic /disruption of the traffic.

Any person engaged to clean a sewer or a septic tank shall be provided by his contractor/ agency, protective gear and safety devices including, but not limited to the following

- (i) Air compressor for blower
- (ii) Air line breathing apparatus
- (iii) Air line respirator with manually operated air blower
- (iv) Air Purifier, Gas mask/ chin cortege
- (v) Artificial respiration/Reticulate
- (vi) Barrier caution tape
- (vii) Barrier cream
- (viii) Barrier cone
- (ix) Blower
- (x) Breath mask
- (xi) Breathing Apparatus
- (xii) Caution board
- (xiii) Chlorine mask
- (xiv) Emergency medical oxygen resuscitator Kit
- (xv) First Aid Box
- (xvi) Face Mask
- (xvii) Gas Monitor (4 gases)
- (xviii) Guide Pipe Set
- (xix) Full body wader suit
- (xx) Fishing wader suit attached with boots
- (xxi) Hand gloves
- (xxii) Head Lamp
- (xxiii) Helmet
- (xxiv) Helmet demolishing
- (xxv) Lead acetate paper
- (xxvi) Life guard pad
- (xxvii) Modular Airlines Supply Trolley System
- (xxviii) Normal face mask
- (xxix) Nylon rope ladder 5 metres
- (xxx) Nylon safety belt
- (xxxi) Pocketbook
- (xxxii) Port oxy
- (xxxiii) Raincoat
- (xxxiv) Reflecting Jacket
- (xxxv) Safety belt
- (xxxvi) Safety body clothing
- (xxxvii) Safety body harness
- (xxxviii) Safety goggles
- (xxxix) Safety Gumboots
- (xl) Safety helmet
- (xli) Safety showers
- (xlii) Safety torch

- (xlili) Safety Tripod Set
- (xliv) Search light

- vi) **Demolition:** Before any demolition work is commenced and also during process of work:
 - a) All roads and open areas adjacent to the work site shall either be closed or suitably protected,
 - b) No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged,
 - c) All practical steps shall be taken to prevent danger to persons employed from the risk of fire, explosion or flooding,
 - d) No floor roof or other parts of the building shall be so over loaded with debris or materials as may render it unsafe.
- vii) **Personal safety equipment:** All personal safety equipment shall be made adequately available by the contractor for use of persons employed at the site of work and maintained in a condition suitable for immediate use. The contractor shall take adequate steps to ensure proper use of the equipment by persons concerned.
- viii) **Precaution against fire:** Suitable fire extinguishers, water and sand buckets shall be provided at the work site to tackle situations of fire as per SOP of Govt/ Guideline of Govt..
- e) During cleaning of manhole chamber, sewerage line, SOP of Govt. India circulated by Ministry of Housing and Urban Affairs is requested to be followed, the sewerage worker should be provided with safety kits, helmets with light on there, device to communicate with his workers, cleaning machine etc. The safety kits should include mask, gun boot, gloves, oxygen cylinders and safety belt. Before entering manhole chamber, health check up of the worker should be conducted & first aid kit should be provided at the work site. Sign, signal, barricades or flagman should be there on the road if the cleaning work is underway. Personal insurance of the worker needs to be taken up against any health hazard/ accident during execution of the work. The contractor will be personally responsible for any loss of property/ human life/ injury to any person during execution of the work.
- f) Prohibition of Employment as Manual Scavengers and their Rehabilitation Rules, 2013 has been notified by Ministry of Social Justice and Empowerment under the provisions of Prohibition of Employment as Manual Scavengers and their Rehabilitation Act, 2013. As per the Rules, no person shall be allowed to clean a sewer manually, with the protective gear and safety devices except a) for the removal of concrete or FRP (Fibre Reinforced Plastic) or damaged manhole door where mechanical equipment's cannot be put into operation; b) for inter-linking the newly laid sewer main with the existing sewer main, in case of sewer of size more than 300 mm diameter, c) for removal of submersible pump sets fixed at the bottom of the suction wells of sewage pumping stations / STP d) for the reconstruction of the manhole or rectification of the sewer main, e) Any circumstance, when it is absolutely necessary to have manual sewage cleaning, after Chief Executive Officer (CEO) or Head of the Local Authority has permitted to do so after recording in writing the specific valid reasons for allowing such cleaning; The Rules requires to monitor and oversee the survey of manual scavengers at District and State level, District Level Survey Committee. It mandates a State Level Survey Committee should be constituted, and to publish final consolidated list of manual scavengers in the State.
- g) All the protective gears and safety devices shall be checked once in every six months and repaired/ replaced as necessary. Proper inventory of all the protective and safety gears to be maintained. The following (refer table 1) are the protective gears and safety devices, but not limited to, as prescribed by Prohibition of Employment as Manual Scavengers and their Rehabilitation Rules, 2013 to prevent any hazardous entry of humans into the sewers.

7.26. **Rescission of Contract:**

Subject to other provisions contained in this clause the General Manager of the Department may without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, recommend the accepting authority to rescind the contract in any of the following cases:

- i) If the **contractor** having been given by the General Manager a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workmen like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii) If the contractor being a company shall pass a resolution on the court shall make an order that the company shall be wound up or if a receiver or a **Manager** on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle to court to make a winding up order.

- iii) If the contractor has, without reasonable cause, suspended the progress of the work with due diligence so that in the opinion of the General Manager (which shall be final & binding) he will be unable to secure completion of the work by the date of completion and continues to do so after a notice in writing of seven days from the General Manager.
- iv) If the contractor fails to comply with the provisions of **Clause - 7.25** & other relevant clauses mentioned elsewhere in this DTCN.
- v) If the contractor fails to complete the work within the stipulated date or items of the work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the General Manager.

When the contractor has made himself liable for action under any of the cases aforesaid, the **accepting authority** shall have the powers to rescind the contract (of which rescission notice in writing to the contractor under the hand of General Manager shall be conclusive evidence), **20% of the value of the left over work** will be realized from the contractor as Penalty.

7.26.1. In case of rescission of contract as per **Clause 7.26** the contractor shall have no claim to compensation for any loss sustained by him by regions of having purchased or procured any materials or entered any engagement on account of or with a view to execute the work / performance of the contractor.

7.27(a) **Conditions for Reimbursement of Levy/Taxes if Levied after Receipt of Tenders:**

- i) All tendered rates shall be inclusive of all taxes and levies payable under respect statutes. However, pursuant to the Constitution (46th Amendment) Act, 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the **Managing Director, WATCO, Bhubaneswar** (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
- ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of the Department and/ or the Engineer-in-Charge and further shall furnish such other information/ document as the Engineer-in-Charge may require from time to time.
- iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (Forty Sixth Amendment) Act, 1982, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

7.27(b) Other statutory duty, Tax such as I.T., GST will be deducted at sources from the bills of the contractor and deposited with concerned authority.

7.27(c) Royalty at the prevailing rate on minerals will be deducted from the bills of the contractor and deposited with concerned authority.

7.28 **Fair Wages Clause:**

- a) The contractor shall not employ for the purpose of this contract any person who is below the age of fourteen years and shall pay to each labourer for work done by such labourers fair wages.

Explanation – “**Fair Wage**” means wages, whether for time or piece work prescribed by the State Public Works Department provided that where higher rates have been prescribed under the minimum wages Act 1948 wages at such higher rates should constitute fair wages.

The General Manager shall have the right to enquire into and decide any complaint alleging that the wages paid by the contractor to any labourer for the work done by such labourer is less than the wages as per sub-paragraph-I above.

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

- c) In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all regulations made by Government in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage register, wage cards, 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 General Manager or Sub-Divisional Officer concerned shall have the right to deduct, from the money due to the contractor, any such required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers non-payment of wages or of deduction made from his or their wages, which are not justified by their terms of the contract or non-observance of the regulations. Money so deducted should be transferred to the workers concerned.
- e) Vis-à-vis, the Government of Odisha, the contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractor.
- f) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be breach of this contract.

Odisha PWD / Electricity Department Contractor's Labour Regulations

- 7.28.1. Short title – These regulations may be called "The Odisha Public Works Department / Electricity Department Contractor's Regulations".
- 7.28.2. Definitions – In these Regulations, unless otherwise expressed or indicated the following words and expressions shall have the meaning here by assigned to them respectively, that is to say -
 - i) **"Labour"** means a worker employed by a contractor of the Odisha Public Works Department / Electricity Department directly or indirectly through a sub-contractor or other person, or by an agent on his behalf.
 - ii) **"Fair Wages"** means wages whether for time or piece work prescribed by the State Public Works Department provided that where higher rates have been prescribed under the minimum wages Act, 1948 wages at such higher rates should constitute fair wages.
 - iii) **"Contractor"** shall include every person whether a sub-contractor or headman or agent employing labour on the work taken on contract.
 - iv) **"Wages"** shall have the same meaning as defined in the payment of Wages Act and include time and piece rate wages, if any.
- 7.28.3. **Display of Notices regarding Wages, etc.:**
The contractor shall:–
 - (a) Before he commences his work on contract display and correctly maintain and continue to display and correctly maintain, in a clean and legible condition, in conspicuous places on the work, notices in English and in the local Indian language spoken by the majority of the workers, giving the rate of wage prescribed by the State Public Works Department / Electricity Department for the district in which the work is done.
 - (b) Send a copy of such notices to the Engineer-in-charge of the work.
- 7.28.4. **Payment of wages:**
 - 1) Wages due to every worker shall be paid to him direct through digital mode.
 - 2) All wages shall be paid in current coin or currency or in both
- 7.28.5. **Fixation of wage period:**
 - (1) The contractor shall fix the wage period in respect of which the wages be payable.
 - (2) No wage period shall exceed one month.
 - (3) Wages of every workman employed on the contract shall be paid before the expiry of ten days, after the last day of the wage period in respect of which the wages are payable.
 - (4) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.
 - (5) All payments of wages shall be made on a working day.

7.28.6. **Wage book and wages cards, etc.:**

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

7.28.7 **Fines and deduction which may be made from wages:**

- i) The wages of a worker shall be paid to him without and deduction of any kind except the following -
 - a) Fines
 - b) Deductions for absence from duty, i.e., from the place of places whereby the terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absent.
 - c) Deductions for damage to or loss of good expressly entrusted to the employed person for custody or for loss of money for which he is required to account where such damage or loss is directly attributable to his neglect or default.
 - d) Any other deductions which the Odisha Government may from time to time allow.
- ii) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deduction.
- iii) 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 paise in a rupee of the wages payable to him in respect of that wage period.
- iv) No fine imposed on any worker shall be recovered from him by instalments, or after the expiry of 60 days from the date on which it was imposed.

7.28.8 **Register of fines, etc.:**

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

7.28.9. **Preservation of register:**

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

7.28.10. **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 provisions of these regulations. He shall investigate into any complaint regarding default made by the contractor, sub-contractor in regard to such provisions.

7.28.11. **Report of Labour Welfare Officers:**

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

- 7.28.12. **Appeal against the decision of Labour Welfare Officer:**
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 his appeal to the General Manager concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.
- 7.28.13. **Inspection of register:**
The contractor shall also allow inspection of the wage book and wage cards to any of his workers or to his agent at a convenient time and place after due notice is received, or to the Labour Commissioner or any other person authorized by the Government of Odisha on his behalf.
- 7.28.14. **Submission of return:**
The contractor shall submit periodical returns as may be specified from time to time.
- 7.28.15. **Amendments:**
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 these regulations, the decision of the Labour Commissioner or any other person authorized by the Government of Odisha in that behalf shall be final.
- 7.29** Bidders are required to go through each clause of P.W.D. Form **G-2** carefully in addition to the clause mentioned herein before tendering. In case of any ambiguity, the clauses of P.W.D Form **G-2** with latest amendments shall **supersede** the conditions of this **DTCN**.
- 7.30** **The contractor/ agency shall ensure that the assigned person has life insurance policy of at least ten lakh rupees and the premium for which shall be paid by the contractor/ agency.**
- 7.31** **Mechanical means of cleaning sewers is most preferred method and shall be employed wherever possible. Manual entry into the sewers shall be avoided as far as possible and shall be employed only in inevitable cases, that too with proper protective gears & other cleaning devices and ensuring observance of safety precautions. In no case hazardous cleaning of sewers shall be entertained by the ULBs or by private contractors as Prohibition of Employment as Manual Scavengers and their Rehabilitation Act, 2013 completely ban of hazardous cleaning of sewers.**
- 7.32** Any person engaged to clean a sewer or a septic tank shall be provided by his contractor/ agency, protective gear and safety devices including, but not limited to the following
- i) Air compressor for blower
 - ii) Air line breathing apparatus
 - iii) Air line respirator with manually operated air blower
 - iv) Air Purifier, Gas mask/ chin cortege
 - v) Artificial respiration/Reticulate
 - vi) Barrier caution tape
 - vii) Barrier cream
 - viii) Barrier cone
 - ix) Blower
 - x) Breath mask
 - xi) Breathing Apparatus
 - xii) Caution board
 - xiii) Chlorine mask
 - xiv) Emergency medical oxygen resuscitator Kit
 - xv) First Aid Box
 - xvi) Face Mask
 - xvii) Gas Monitor (4 gases)
 - xviii) Guide Pipe Set
 - xix) Full body wader suit

- xx) Fishing wader suit attached with boots
- xxi) Hand gloves
- xxii) Head Lamp
- xxiii) Helmet
- xxiv) Helmet demolishing
- xxv) Lead acetate paper
- xxvi) Life guard pad
- xxvii) Modular Airlines Supply Trolley System
- xxviii) Normal face mask
- xxix) Nylon rope ladder 5 metres
- xxx) Nylon safety belt
- xxxi) Pocketbook
- xxxii) Port oxy
- xxxiii) Raincoat
- xxxiv) Reflecting Jacket
- xxxv) Safety belt
- xxxvi) Safety body clothing
- xxxvii) Safety body harness
- xxxviii) Safety goggles
- xxxix) Safety Gumboots
- xl) Safety helmet
- xli) Safety showers
- xl ii) Safety torch
- xl iii) Safety Tripod Set
- xl iv) Search light

The terms and conditions of the agreement have been read by Me/ Us and I/ We certify that I/We clearly understand them and agree to abide by them.

Contractor

SECTION-8

SCOPE OF WORK

Operation and Maintenance of existing Sewerage System of Unit-IX flat, acharyavihar etc areas under WATCO Section, Unit-IX Flat, Bhubaneswar City

GENERAL

The intent of this Section is to specify the work items to be covered **on Lump Sum Rate contract** in conformity with the technical specifications as enumerated in the subsequent clauses for the work **"Operation and Maintenance of existing Sewerage System of Unit-IX flat, acharyavihar etc areas under WATCO Section, Unit-IX Flat, Bhubaneswar City"**.

8.1.1 Location:

Town	:	Bhubaneswar
District	:	Khordha
State	:	Odisha
Connected to	:	National Highway (NH-5)
Railway Station	:	Bhubaneswar

8.1.2 Scope of work

As per BoQ

The estimate has been prepared for Operation & Maintenance of sewerage system of different areas under this Section is prepared alongwith provision of Cleaning & dislodging of manhole chambers, cleaning choked sewer line of different dia including removal of deposits like sand, clay, etc. using cleaning materials and PPE Kit with all other safety equipment including supply of all consumables etc. with disposal of removed sludge observing all formalities as per SOP framed by Ministry of H&UD Deptt., GoI..

8.1.3 Areas covered:

The areas covered under WATCO Section Unit-IX Flat, BBSR:

Note:- Besides the above mentioned areas, any other adjoining places, if omitted/ skipped, to be considered as per direction of Engineer-in-charge where the public sewer network is existing.

8.2 Brief description of Work components:

8.2.1 Cleaning sewer line, manhole, IC, septic tank etc

- 8.2.2 Ensure timely & properly cleaning of sewer line, manholes etc within time period with all safety devices as per SOP
- 8.2.3 At least 30% cleaning of tendered quantity should be done during pre monsoon of sewer line, manhole, IC, septic tank etc. Assistant Manager should give certificate as per format (payment schedule) during billing on completion of pre monsoon cleaning.
- 8.2.4 Collection of daily complain from Section office by person/ WhatsApp/ telephone/ message/ command certificate etc and redressal of complain should be addressed within time line and also upload geotagging photos to Section office.
- 8.2.5 All the debris received from manhole/ sewer line should be cleared immediately and disposed up in BMC designated dumping yard at Kargil basti & Patia.
- 8.2.6 All barricading arrangement shall be made during execution of the work
- 8.2.7 The damage portion of road shall be rectify immediately.
- 8.2.8 The contractor shall clean sewer line through Jetting and Suction Machine of required capacity.

The length and diameter of sewer line and no. of manhole chambers cleaned along with the volume of sludge produced shall be recorded in the Register with counter signatures of the Engineer-in-charge. After cleaning free flow should be observed and recorded using mobile or any device with GPS location.

In case of emergency, if there is requirement of manual cleaning, the agency/ contractor should be accorded prior permission from RSA as per SOP and guidelines. All the formalities mentioned in the guideline should be followed during manual cleaning.

8.2.2 Disposal of Sludge

The sludge produced during cleaning operation shall be dumped at BMC designated dumping yard at Kargil basti & Patia within 20 km lead.

8.2.3 Disposal of Effluent

During cleaning operations of manhole chambers or relaying of sewer, it is required to block the upstream and downstream MHCs and to pump the wastewater from the upstream manhole chamber by pumping arrangement to the d/s MHC. The contractor shall use dewatering sewerage pump of suitable capacity at his own cost & the effluent shall be discharged to the nearby manhole chamber/ sewer line. The same shall be reported to the Authority in case it is exceeding more than one day.

8.2.4 Cleaning of Sewer mechanically

All the choked/blocked sewer are to be cleaned mechanically by using Suction and Jetting Machine along with all required machineries and man power. During cleaning operation, required signage, diversion, barricading, all sorts of safety measures shall be provided by the contractor. Cleaning operation should be carried out in different areas/colonies by deploying separate cleaning groups if it is felt necessary, depending upon the gravity of the situation. The diluted sludge collected by the Suction Machine shall be disposed of at permissible places as per the direction of Engineer-in-charge. Similarly, the solid/ semisolid sludge like sand, clay, debris etc. shall removed from manhole chambers and disposed of mechanically within ten km lead.

8.2.5 Hire & running charges of departmental Suction and Jetting Machine.

It is mandatory to utilise the Suction and Jetting Machine if available with WATCO and the charges there of shall be recovered from the bills of the contractor at WATCO approved rate/schedule of rates. All required POL shall be supplied by the contractor as per manufacture's manual. During major break down of the Suction and Jetting Machine of WATCO, the contractor may utilise other machines at site considering the gravity of the situation. Similarly, if mechanically cleaning operation is required at various locations at a time, the contractor may deploy his own machineries and man power.

The contractor shall engage operator and other assistants to operate the section-cum-jetting machine of WATCO and pay their monthly wages & other benefits.

All the cleaning activities shall be recorded in the Register with counter signature of the Engineer-in-charge. Photographs/Videos with GPS location shall be taken for such activities for future reference and record.

If it is necessary to clean more blocked/choked sewer which is found to be beyond the scope, the matters shall be taken to the notice of authorities of Board in written and if approved/permitted/allowed, further cleaning work may be taken up after getting written permission to go ahead with the work

8.2.6 Fixing of foot steps

Where it is found that the depth of manhole chambers are more than 0.9m and no foot steps are found for easy entry into the MHC, polypropylene footsteps of approved quality shall be fixed in the MHC as per IS specification. The footsteps are to be embedded in the wall of MHC at approved spacing as per direction of Engineer-in charge.

8.2.7 Special instruction to contractor

- a. Top of the manhole chamber shall be flush with the road formation level.
- b. During casting of slab of **manhole** the top and sides to be finished in such a manner that no extra plastering is done over RCC.
- c. The cavity around the MHC to be filled up with river sand with watering and ramming.
- d. Site to be cleaned properly.
- e. All reconstructed MHC to be marked in the sewer network drawing.

8.3 Period of completion:

It will take **02 (Two) Years** to complete the work in all respect.

8.4 Quality of Material and Workmanship:

All the materials / equipment supplied by the contractor shall be best of their respective kinds and shall comply with latest revisions of Indian Standards / International Standards / Public Health regulations stipulated by Govt. of India, State Pollution Control & Prevention Board and other statutory requirements of Govt. of India and Govt. of Odisha.

8.5. Construction & Erection Facilities:

The contractor at their own cost shall arrange water, power, accommodation and storage of materials for construction, erection, and fabrication at site. The power supply and consumption during the construction stage shall be the responsibility of the contractor and no extra payment shall be made on account of this.

8.6 Completion Schedule:

The time is the essence of this contract. The entire job is to be completed within a time frame of 24 months from the date of issue of work order.

8.7 Monitoring records:

Sl. No.	Location	Component of work	Photo	Formats

Note: The agency shall upload the photos of each work with GPS location immediately after compliance in WhatsApp/ e-Mail and hard copies of photos shall be submitted to the Engineer-in-Charge indicating area and location etc & a copy alongwith bills.

SECTION – 9

TECHNICAL SPECIFICATIONS

Government after careful consideration have decided to set up **Emergency Response Sanitation Units** in the establishments of the Public Health Engineering Organisation [PHEO], Water Corporation of Odisha [WATCO] and Odisha Water Supply and Sewerage Board [OWSSB] in their respective administrative and operative jurisdictions.

In exercise of the powers conferred under section 18 of the Act, the Superintending Engineer, PH, Executive Engineer, PH, General Manager, WATCO and Project Engineer, OWSSB are hereby declared as the **Responsible Sanitation Authority** and authorised to exercise all powers as may be necessary to ensure that provisions of the Act are properly carried out.

1. Emergency Response Sanitation Unit:

ERSU shall be generally based on structure of the Fire Services/ Fire Brigade and primarily aims to provide professional, well trained, motivated and appropriately equipped workforce for the maintenance and management of sewer network and septic tanks, thereby eliminating the deaths caused by entry of Sanitation Workers into sewers and septic tanks without adequate skill, use of proper PPEs and non-adherence to safety protocols.

2. Composition of the ERSU:

(1) Responsible Sanitation Authority:

ERSU shall be headed by the RSA.

(2) Staff for ERSU will be arranged by the RSA and should consist of the following members:

- a) **Telephone Operators** - to receive calls from sanitation service seekers/ Assistant Managers/ Assistant Engineers/ Junior Engineers through the dedicated registered telephone number (RTN) "14420" / any other number – 155359 integrated with "14420".
- b) **Duty Supervisor** - Sanitary Inspector/ Junior Engineers/ Assistant Engineers/ Assistant Managers or any person deemed suitable
- c) **Team** - One Team consisting of the persons as indicated below to be maintained for 500 septic tanks/ 75 km of Sewer length.
 - (i) **Authorised Entrants**-Atleast two trained, certified and adequately equipped **Sewer Entry Professionals**(SEPs) who are authorized in writing by the RSA to enter a sewer or Septic tank.
 - (ii) **Attendant / Top Man** - An individual stationed outside who monitors the authorized entrants and performs all attendant's duties assigned.

- (3) **Dedicated Helpline:** Dedicated registered telephone number (RTN) "14420" or any other number – 155359 integrated with "14420" shall be installed in the ERSU providing 24 x 7 services.

3. Roles and Responsibilities of Responsible Sanitation Authority(RSA):

The RSA designated in the Notifications referred to above and herein shall discharge such functions as required to carry out the objectives of the Act, Rules framed thereunder, Standard Operating Procedures, Advisories, communications etc. issued by the Government of India and Government of Odisha from time to time for the above purpose.

RSA to ensure that;

- a. All the PSSOs under its jurisdiction are registered with the Urban Local Body/ designated authority of Urban Local Body for WATCO/ PHEO/ OWSSB where they intend to operate;
- b. All the PSSOs so registered submit the list of Sanitation Workers on their roll with Proof of Identity including Aadhaar to the ULB concerned ;
- c. The listed out Sanitation Workers are dulytrained by RSA, issued with Identity Card and Certificate of being trained so as to be engaged as Sewer Entry Professionals [SEP];
- d. PPE, equipment and appropriate Safety Devices are procured and used during the process;
- e. Agreement with the PSSOs is executed working under their jurisdiction for cleaning & maintenance of septic tanks / sewer, whichshould clearly mandate the compliance of operational guidelines of ERSU as specified in the Act, Rules prescribed thereunder, Notification and Advisory prescribed by the Government of Odisha and the Ministry of Housing and Urban Affairs from time to time.
- f. No Sanitation Worker without training and being certified as Sewer Entry Professional is allowed to do any such type of work.
- g. In case of unavoidable human entry to sewer / septic tank, services for human entry (Entry by SEP) in sewer/ septic tank is provided with prior written permission in this regard and in the manner prescribed;
- h. Entry of any individual other than in the manner prescribed beingdeemed contravention of the Act, appropriate action against such individuals and the principal entity/ person allowing such entry directly or indirectly who are criminally liable under the said Actare resorted to;
- i. Charges/ Fees for services provided by ERSU for privately owned septic tanks are notified ;

4. Role and responsibilities of the PSSOs

- a. Professionally trained and equipped Private Sanitation Service Organizations (PSSOs) shall be registered with the ULB/ WATCO/ PHEO/ OWSSB under whose jurisdiction it intends to operate.
- b. PSSO shall enter into an agreement with the RSA of the ERSU concerned in connection with cleaning & maintenance of septic tanks / sewer in the manner prescribed.
- c. The said registered PSSO shall furnish the list of Sanitation Workers along with proof of identity based on Aadhar whose services it intends to provide for the purpose.
- d. PSSO shall ensure that proper training is imparted to the registered Sanitation Workers, certificate issued by the RSA enabling them to perform as the Sewer Entry Professionals.
- e. PSSO shall ensure procurement of required PPE, equipment and safety devices and its use during the process. By the SEPs.

5. Roles and Responsibilities of Duty Supervisor

- a. To immediately reach site of sewer/ septic tank overflow upon service request forwarded by Telephone Operator;
- b. Evaluate and identify requirement of service procedure;
- c. Pass the information to concerned agency for carrying the cleaning work with proper PPE, safety gear and procedure as per SOP for carrying out non entry cleaning.
- d. In case of requirement for human entry, request permission from RSA (in writing) to arrange the sewer entry procedure;
- e. Instruct the telephone operator to arrange the SEP team and other on priority call personnel;
- f. Arrange release of necessary protective gear and site equipment from the ERSU store, if not held by the SEP Team and ensure availability at site in proper working condition;
- g. Verify conditions are safe for entry;
- h. Oversee the entire sewer/ septic tank entry process. Ensure acceptable entry conditions are maintained throughout the process;
- i. To call off the sewer/ septic entry if in case of any danger to the authorized entrant;
- j. Report completion of task to RSA

6. Role and Responsibilities of the Team:

(1) Roles and Responsibilities of the Authorised Entrant

(Sewer Entry Professional)

- a. Trained to know the hazards associated with confined space entry, and in particular, the hazards associated with sewer and septic tank entry;
- b. Should be trained to use all required equipment;
- c. Know the procedures for communication with the top man/attendant;
- d. Know how to alert the attendant of hazardous or prohibited conditions;
- e. Know how to exit the space if necessary (that is, self-rescue);

(2) Roles and Responsibilities of the Top Man/Attendant

- a. Knows the hazards that may be faced during entry;
- b. Remains outside the sewer/ septic tank during entry operations until relieved by another attendant;
- c. Is aware of possible behavioural effects of hazard exposure in authorized entrants;
- d. Monitors activities inside and outside the space;
- e. Should communicate with authorized entrants to be aware of their situation while sewer entry;
- f. Summons rescue and other emergency services;
- g. Performs non-entry rescues as specified by the employer's rescue procedure;
- h. Performs no duties that might interfere with the attendant's primary duty to monitor and protect the authorized entrants;

7. Roles and Responsibilities of Telephone Operator

- a. To receive call from service seekers/ Assistant Engineers/ Assistant Managers/ Junior Engineers on the Registered Telephone Number (RTN) "14420" or other number assigned, if any;
- b. To inform Duty Supervisor about the service request;
- c. To maintain record of all request received from sanitation service seekers;
- d. To inform paramedics, ambulance and police personnel and the SEP Team members in case of a call for confined space entry after receiving directions from Duty Supervisors;
- e. In case of a privately owned Septic tank where the request has been received on RTN, the operator will inform the appropriate local body;

8. Process Flow

STEP -1	<u>Request from Service Seekers</u> Sanitation Service Seekers request for sanitation service by calling at the registered Helpline number
STEP -2	<u>Receipt of Request</u> Telephone operator records the request and inform the Duty Supervisor for assessment

STEP -3	<u>Visit to site by Technical Personnel</u> Duty Supervisor to visit the site and will allow if the; (i) work shall be taken up mechanically without entry into the sewer / septic tank or; (ii) If entry is unavoidable then duty supervisor to prepare the assessment report and submit to RSA for approval.
STEP -4	<u>Submission of Assessment Report</u> RSA to analyse the matter and give written permission in all such cases where human entry is unavoidable duly recording the reason for the same.
STEP -5	<u>In case of Mechanical Cleaning</u> a. Duty Supervisor to ensure required list of equipment, safety devices needed at the work site and assign registered PSSO and trained SEPs b. Duty Supervisor to visit the site and confirm availability of adequate equipment, safety devices and PPEs
STEP -6	<u>In extreme situation when human entry is unavoidable</u> In cases where human entry is suggested and written permission from RSA is accorded the Duty Supervisor shall; a. Instruct the Telephone Operator to Inform Ambulance, police, fire service and the SEP (Sewer Entry Professional) team members b. Arrange necessary equipment, protective gear and safety devices from ERSU c. Ensure all the equipment, protective gears and safety devices are in working condition d. Visit the site and verify the conditions are safe for entry e. Oversee the entire sewer / septic tank entry process f. Call off the entry if she/he feels any danger g. Stay at the work site till the work is completed and submit the work completion status report to RSA

9. Punishment for Contravention of Provisions of the Act (Section 9):

No person, local authority, or any agency shall engage or employ, either directly or indirectly, any person for hazardous cleaning of a sewer or a septic tank , for any contravention the punishment shall be as stipulated below:

Type of Contravention	Quantum of Fine	Term of imprisonment	Penalty
First Contravention	Up to Rs 2 lakh	Up to 2years	Fine or imprisonment or with both
Subsequent Contravention	Up to Rs 5 lakh	Up to 5 years	Fine or imprisonment or with both

10. Public Awareness

1. Massive IEC campaign (Hoardings, Wall paintings, jingles etc.) be made to educate employers and citizens about the provisions of the Act specifically to the aspect that no one should be engaged or employed by any person to enter into any sewer / septic tank for hazardous cleaning of sewer and septic tank which leads to human casualties and penalty for contravention of the provisions.
2. In the office of ERSU the basic information should be duly and prominently displayed.

Guidelines/ Standard Operating Procedure for Cleaning of Sewers and Septic Tanks

Ministry of Housing & Urban Affairs has also released the "Standard Operating Procedure (SOP) for Cleaning of Sewers and Septic Tanks", 2018

The main objective of this SOP is to eliminate hazardous cleaning or at least to avoid the accidents due to improper practice of cleaning of sewers/ emptying of septic tanks, thereby, preventing human casualties. Further, the SOP intends to prevent the risk of acquiring diseases to the concerned person because of following the unhygienic & unscientific working procedures. This SOP also provides information on protective gears, their applicability to sewers /septic tanks cleaning, emergency preparedness, emergency due to toxic gas emission, precaution due to gas hazard & infection, precaution due to vehicular traffic, responding to sewers/ septic tanks overflows by field workers/ employees in case of crisis, responsibility to stakeholders and so on.

The "Prohibition of Employment as Manual Scavengers and their Rehabilitation Act, 2013" described "hazardous cleaning" by an employee, in relation to a sewer or septic tank, means its manual cleaning by such employee without the employer fulfilling his obligations to provide protective gear and other cleaning devices and ensuring observance of safety precautions, as may be prescribed or provided in any other law, for the time being in force or rules made thereunder.

Prohibition of Employment as Manual Scavengers and their Rehabilitation Rules, 2013

Prohibition of Employment as Manual Scavengers and their Rehabilitation Rules, 2013 has been notified by Ministry of Social Justice and Empowerment under the provisions of Prohibition of Employment as Manual Scavengers and their Rehabilitation Act, 2013. As per the Rules, no person shall be allowed to clean a sewer manually, with the protective gear and safety devices except a) for the removal of concrete or FRP (Fibre Reinforced Plastic) or damaged manhole door where mechanical equipment's cannot be put into operation; b) for inter-linking the newly laid sewer main with the existing sewer main, in case of sewer of size more than 300 mm diameter, c) for removal of submersible pump sets fixed at the bottom of the suction wells of sewage pumping stations / STP d) for the reconstruction of the manhole or rectification of the sewer

main, e) Any circumstance, when it is absolutely necessary to have manual sewage cleaning, after Chief Executive Officer (CEO) or Head of the Local Authority has permitted to do so after recording in writing the specific valid reasons for allowing such cleaning;

v) Manual on Sewerage and Sewage Treatment Systems, 2013

Ministry of Housing and Urban Affairs has published 'Manual on Sewerage and Sewage Treatment Systems, 2013', wherein the different methods for mechanized & manual cleaning of sewers & desludging the septic tank without human interventions are discussed and may be referred to.

As Govt has prohibited on manual scavenging during cleaning of manhole chamber, sewer line, septic tank, soakpit, inspection chamber etc to avoid the accidents due to improper practice of cleaning of sewers/ emptying of septic tanks, thereby, preventing human casualties as per the PEMSRA (Prohibition of Employment as Manual Scavengers and their Rehabilitation) Act, 2013.

Further, Govt of India has provided a standard operating procedure (SOP) for Operation & Maintenance of sewerage system.

The contractor/ agency should go through mechanical cleaning & follow up the SOP during cleaning of manhole chamber, sewer line, septic tank, soakpit, inspection chamber etc such as

Procedures for Cleaning of Sewers

01. Reaching the site

- (i) Selection of prospective employees for the sewer cleaning should take into account the duties they will be expected to perform;
- (ii) The complete hazard involved in the cleaning activity should be explained clearly to the employees by the supervisor and should get their consent in written before starting cleaning activities;
- (iii) A supervisor along with adequate machinery and staff shall reach the designated site, preferably during lean period of sewage flow in sewers;

- (iv) The supervisor shall have the names, address and emergency contact information of the staff involved in cleaning the sewers; and
- (v) Appropriate protective gears and safety devices shall be worn by the staff before beginning the work of cleaning the sewers.

02. Identification and isolation of the area

- (i) Identify the stretch to be cleaned and identify the manholes associated with the stretch;
- (ii) Barricade the area where cleaning is to be carried out; and
- (iii) A flag man shall be stationed at least 15 m ahead of the site and should be visible to incoming traffic for at least 150 m.
- (iv) Cones (similar to the one used by police) shall be placed on the road.

03. Verify the presence of any gases or other hindrances

- i. Ventilate the sewer line by opening 2-3 manholes on both sides of the working stretch for at least 1 hour prior to start of the work to ensure escape of toxic gases; The worker opening the manhole must not bend down into the opened manhole and this may cause his getting overcome by Hydrogen Sulphide and even tripping into the manhole.
- ii. Use gas monitor, detector lamp, wet acetate paper or gas detector masks to detect any residues of poisonous gases like hydrogen sulphide, carbon monoxide, methane and gasoline vapors;
- iii. Insert a long pole with lead acetate paper which will convert to black colour in the presence of hydrogen sulfide. The person shall not try to insert the paper by hand into the manhole.
- iv. If gases are detected, extend waiting period to allow residual gases to escape and to avoid the chance of explosion, in case. Repeat the procedure many times for checking the escape of toxic gases;

- v. Before the start of the cleaning operation, employees shall check for hindrances that may delay the cleaning process; and
- vi. Dummy covers with welded fabric or wire net shall be used to cover the manhole, if required. However, care should be taken to ensure that the cover is strong enough to hold a man's weight.

04. Removal of silt/wax - Mechanical Process

- i. Appropriate machines, at least to the extent specified in this SOP are to be used to remove the silt/wax;
- ii. The operating procedures of these machines shall be strictly followed for cleaning; and
- iii. The manhole cover shall be closed tightly after cleaning

05. Leaving from the site

- i. All the equipment/machineries along with the protective gears and safety devices that had any direct contact with the sewage shall be cleaned properly as per the cleaning procedure specified by the manufacturer;
- ii. All the equipment, safety gears, barricades etc shall be removed from the working area and the crew shall move to the base or to the next site; and
- iii. The entire operation shall be monitored and documented by the supervisor.

The agency/ contractor not to permit any sweepers into the manhole chamber, sewer line, septic tank, soakpit, inspection chamber etc during cleaning. If any deviation made and any incident occurred without following SOP, the agency/ contractor will be personally held responsible & criminal proceedings will be initiated against him. Besides this the contractor/ Agency is to furnish the name, address, designation & mobile number of the supervisor & sweepers to be engaged in sewer cleaning work for training to be provided by WATCO. After successful completion of the training a certificate, ID card will be provided. After that they should allowed to take up cleaning work with proper PPE kit, safety equipment & cleaning machines etc. It is your responsible to ensure that the worker working under him control are obeying the SOP & guidelines of Govt.

Procedures for Emptying Of Septic Tanks

Regular emptying of septic tanks through a systematic extraction and collection procedure is essential to check environmental pollution. The frequency of emptying is determined by the local conditions including loading rate and performance of septic tanks. However, it is ideal to clean the septic tanks once in one year or two years based on its design criteria. But in no case the cleaning frequency shall exceed two years.

- (i) Inform the occupant of the pending service and note any concerns or issues;
- (ii) Inspect the site for possible hazards, such as clearing the area of people, or identifying high groundwater that could cause a tank to 'float', if emptied;
- (iii) Park the truck as close to the septic tank as possible. The maximum distance is determined by the length of hose and elevation rise from the bottom of the pit or septic tank to the vacuum truck. This should typically be not more than 25 meters in linear distance and 4 meters in elevation gain. In case, the length and elevation is more than the specified, intermediate pumping may be required;
- (iv) Break the mortar seal of the septic tank lid. Inspect the tank for cracks or damage before and after the emptying of tank;
- (v) Lay out and connect the hoses from the truck to the tank or pit to be emptied and secure the truck using wheel chocks;
- (vi) It is essential to ensure that the hose is in sound condition, and that the hose connections are locked into place prior to using this method;
- (vii) Follow the safety instruction as prescribed in above section of mechanical cleaning of sewers;
- (viii) Open the tank or pit by removing the access ports or covers over the storage system;
- (ix) Engage the vacuum equipment by using a power take-off from the truck's transmission;
- (x) Increase the vacuum to the proper level with the valve closed by watching the vacuum gauge, then lowering the end of the hose into the septic tank , and open the valve sufficiently such that the faecal sludge is drawn out of the tank or pit;
- (xi) Break up faecal sludge that has agglomerated into a solid mass, either by making use of a long handle shovel and adding water when necessary;

- (xii) Operators shall leave behind sludge not less than 25 mm in depth in the bottom of the septic tank as this will act as the seeding material.
- (xiii) Identify any abnormal conditions, such as high concentration of non-biodegradable materials, oils and grease before taking to the treatment plant for final disposal;
- (xiv) If the cover of the tank has been removed, it should be replaced and sealed with cement plaster. If desludging has been carried out through a desludging hatch, the cover of the hatch should be replaced and sealed with cement plaster;
- (xv) Clean up any spillage using proper sorbent materials. The top of the cover and the area around the septic tank is sprayed with 1 % chlorine solution;
- (xvi) Two sets of working clothes will be provided for each worker, which should be dedicated to be used only during the desludging process. Clothes worn during the desludging process should be removed before the workers return home;
- (xvii) Prepare a written report indicating: how much waste was removed; the condition of the tank or pit; any recommendations for repairs or maintenance; any recommendations for proper use of the system;
- (xviii) Inform the client that the work is complete, and give them the final report along with recommendations, if any
- (xix) The final report shall also be entered in the computer in the ULB so as to provide a database and to also know about the next emptying date, etc
- (xx) Remove the wheel chocks and drive the truck to the next site or to the nearest approved disposal Site.

EMERGENCY PREPAREDNESS

- (i) Emergency plan to execute the work shall be prepared before arriving at the site
- (ii) The supervisor and all the crew members involved in sewer cleaning should be familiarized with the emergency plan;
- (iii) A tripod attached with rope & pulley and harness or some other suitable system shall be put in place for retrieving the injured worker
- (iv) A first aid kit distinctly marked with a red cross on white back ground shall be readily available at the site which should at least have the items listed

in Annexure-I. iv. Wash-up material like soap & skin cream for applying on the body shall be adequately available at the site

- (v) A list of medical care centers available near the site may be prepared and made readily available;

Vehicle preferably an ambulance shall be available at the site for carrying the injured worker(s) to the hospital, in case of any emergency

Protective gears and safety devices

S. No.	Protective gears and safety devices	S. No.	Protective gears and safety devices
1.	Air compressor for blower	2.	Airline breathing apparatus
3.	Airline respirator with manually operated air blower	4.	Air purifier gas mask/chin corse
5.	Artificial respiration/reticulate	6.	Barrier caution tape
7.	Barrier cream	8.	Barrier cone
9.	Blower	10.	Breath mask
11.	Breathing apparatus	12.	Caution board
13.	Chlorine mask	14.	Emergency medical oxygen resuscitator kit
15.	First aid box	16.	Face mask
17.	Gas monitor (4 gases)	18.	Guide pipe set
19.	Full body wader suit	20.	Fishing wader suit attached with boots
21.	Hand gloves	22.	Head lamps
23.	Helmet	24.	Helmet demolishing
25.	Lead acetate paper	26.	Life guard pad
27.	Modular airlines supply trolley system	28.	Normal face mask
29.	Nylon rope ladder – 5 m	30.	Nylon safety belt
31.	Pocket book	32.	Port oxy
33.	Raincoat	34.	Reflecting jacket
35.	Safety belt	36.	Safety body clothing
37.	Safety body harness	38.	Safety goggles
39.	Safety gumboots	40.	Safety helmets
41.	Safety showers	42.	Safety torch
43.	Safety tripod set	44.	Search light

- Engaging any person for "hazardous cleaning" of a sewer is prohibited under section 7 of the "The Prohibition of Employment of Manual Scavengers and their Rehabilitation Act,

2013" and whoever contravenes the provision is liable for punishment under section 9 of the said Act.

2. As per Judgment Dated 27.03.2014 of the Hon'ble Supreme Court in Contempt Petition No.132/2012 of WP(C) No.583/2003, entering sewer lines without safety gears should be treated as a crime and in case of eventual death while cleaning, compensation of 10.00 lakh to be provided to the family of the deceased.

3. A condition in tender document to be incorporated that contractors will be responsible to pay * 10 lakh compensation in case of death of workman while cleaning septic tank without safety gear and devices in addition to Govt. compensation as decided by the Central Monitoring Committee and circulated vide Letter No.479 Dated 06.01.18.

Further, as per the advisory on prevention of Sewer Deaths received from the Director, National Commission for Scheduled Castes, there is provision of additional compensation of t.8.25 lakh under the Scheduled Caste and Scheduled Tribes (Prevention of Atrocities) Rules, 1995 if the victim of sewer death belongs to Scheduled Caste category

ROLES & RESPONSIBILITIES

- (i) ULBs shall authorize the Agencies for providing the cleaning of sewers and septic tanks by mechanical means or by manual means, in case, for private as well as public sewerage systems including pumping wells;
- (ii) A list of registered agencies along with full contact details, trained manpower, availability of equipments, and others shall be made available on public domain;
- (iii) ULBs must conduct survey to identify manual scavengers/ sanitation workers (hazardous cleaning) in their jurisdiction and frame a mechanism to rehabilitate or integrate them to the system formally;
- (iv) The supervisor of the sewer cleaning activity shall be properly trained on the first aid and cardiopulmonary resuscitation procedures by the ULB;
- (v) All the workers involved in cleaning shall be familiarized with the operating procedures of cleaning equipment and emergency procedures by the ULBs;
- (vi) Sewerage system may be mapped on Global Positioning System (GPS) so as to identify and reach the complaint area and perform the activities at the earliest;
- (vii) Training programs on the technique, equipment operation and emergency procedures shall be conducted for them once in every two years;

- (viii) Sufficient copies of the operating procedures of the cleaning machines/ equipment shall be maintained by the ULBs in local language and the copies of the same shall be made available to the field staffs;
- (ix) ULBs shall ensure that all cleaning staff undergoes regular medical checkups and administered vaccinations as deemed appropriate, and shall maintain proper records of the same;
- (x) ULBs shall ensure the staffs assigned for cleaning sewers/septic tanks has a life insurance policy for at least Rs. 10 lakhs, for which the premium shall be paid by the employer;
- (xi) ULBs shall maintain the complete contact details of the owners of cleaning machines/vehicles operating in their jurisdiction and ensure all the septage collected by them is emptied only at the designated sites;
- (xii) ULBs shall also be responsible for any negligence of the Registered Agencies/ Contractor/ Employers;
- (xiii) ULBs are responsible for providing proper equipment, in case of direct involvement of ULBs in cleaning process;
- (xiv) ULBs shall coordinate emergency activity with local authorities, in case of any emergencies to the crew members while cleaning sewers/septic tanks; and
- (xv) ULBs shall develop and put forth a mechanism to receive/register the grievances/concerns of the cleaning staffs and resolve them as soon as possible.

Registered Agencies/Contractors/Employers

- (i) Registered Agencies/Contractors/Employers shall provide adequate safety gears and cleaning devices as prescribed in the SOP and the Rules;
- (ii) Registered Agencies/Contractors/Employers are responsible for paying premium for life insurance of the staffs assigned with him/her for cleaning of sewers/septic tanks;
- (iii) In consultation with ULBs, registered agencies/ contractors shall ensure that all cleaning staffs undergoes regular medical checkups and administered vaccinations as deemed appropriate; and
- (iv) Registered Agencies/Contractors/Employers shall ensure that all cleaning staffs are adequately trained and familiarized with the operating procedures of cleaning equipment and emergency procedures.

Employees

- (i) Employees must familiarize them with the SOP and follow the procedures to ensure the personal safety and the safety of others.

- (ii) In case of any doubt in the operating procedures of cleaning equipment and emergency procedures or inadequate training, the employee shall report the same to the concerned authorities.
- (iii) Employees should, despite their discomfort, use all the necessary safety gears and cleaning devices when employed in cleaning sewers/septic tanks.
- (iv) Employees without the knowledge and consent of the competent authority shall not involve in cleaning of sewers/septic tanks.

Individuals

Any individual person shall not engage person for cleaning of sewers/ septic tank in their premises on their own;

- (i) Individual shall always hire/employ the cleaning workers only through their ULBs or Authorized Agencies/designated agencies by ULB.
- (ii) Individual shall inform to the ULBs officials in case of any casualty.
- (iii) Individual shall keep the site free from any hazard, which can injure the workforce.

Availability of Protective gears and safety devices with the Private Sanitation Service Organization (PSSO)/ Agency/ Contractor
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S. No.	Protective gears and safety devices	Available Yes/ No	S. No.	Protective gears and safety devices	Available Yes/ No
1	Air compressor for blower		2	Airline breathing apparatus	
3	Airline respirator with manually operated air blower		4	Air purifier gas mask/chin cortege	
5	Artificial respiration/reticulate		6	Barrier caution tape	
7	Barrier cream		8	Barrier cone	
9	Blower		10	Breath mask	
11	Breathing apparatus		12	Caution board	
13	Chlorine mask		14	Emergency medical oxygen resuscitator kit	
15	First aid box		16	Face mask	
17	Gas monitor (4 gases)		18	Guide pipe set	
19	Full body wader suit		20	Fishing wader suit attached with boots	
21	Hand gloves		22	Head lamps	

23	Helmet		24	Helmet demolishing	
25	Lead acetate paper		26	Life guard pad	
27	Modular airlines supply trolley system		28	Normal face mask	
29	Nylon rope ladder – 5 m		30	Nylon safety belt	
31	Pocket book		32	Port oxy	
33	Raincoat		34	Reflecting jacket	
35	Safety belt		36	Safety body clothing	
37	Safety body harness		38	Safety goggles	
39	Safety gumboots		40	Safety helmets	
41	Safety showers		42	Safety torch	
43	Safety tripod set		44	Search light	

Availability of First Aid Kit with the Private Sanitation Service Organization (PSSO)/ Agency/ Contractor

S. No.	Checklist	Minimum constituent	Available Yes/ No
1	Small sterilized dressings.	6	
2	Medium size sterilized dressings	3	
3	Large size sterilized dressings	3	
4	Large sterilized burn dressings	3	
5	Bottle (30ml) containing a two percent alcoholic solution iodine	1	
6	Bottle (30 ml) containing Salvolatile having the dose & mode of administration indicated on the label..	1	
7	Snakebite lancet	1	
8	Bottle (30 gm) of potassium permanganate crystals	1	

9	Pair scissors	1	
10	Copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour institutes Government of India.	1	
11	Bottle containing 100 tablets (each of 5 gm) of aspirin	1	
12	Ointment for burns		
13	Bottle of suitable surgical antiseptic solution	1	

Checklist for Prerequisites			
1	Did you barricade the area of work?	Yes	No
2	Have you opened upstream and downstream manholes?	Yes	No
3	Is there a regular overflow?	Yes	No
4	What kind of area is it?	Commercial	Residential
5	Does the worker have the safety equipments?	Yes	No
6	Has the worker applied oil?	Yes	No
7	Is the sewage cleaning machine available?	Yes	No
8	Is the suction of the cleaning machine verified?	Yes	No
9	If yes, is it in good condition?	Yes	No
10	Has the stagnant sewage water been cleared from the overflowing manhole?	Yes	No
11	Is the health condition of the worker acceptable?	Yes	No
12	Are the pipelines silted?	Yes	No
13	Where is the chockage?	Manhole	Pipeline
14	Is there an Oxygen Cylinder?	Small Cylinder	External Cylinder
	If yes, choose the appropriate option:	Pipe leading to Manhole	No

Checklist for Entering Manhole			
Depth < 2m		Depth > 2m	
Checkl ist	Yes/No	Checkl ist	Yes/ No
1. Personal Safety Kit		1. Personal Safety	
Helmet with headlight		Helmet with headlight	
Gum Boots		Gum Boots	
Waterproof Clothing		Waterproof Clothing	
Gloves		Gloves	
Safety Belt		Safety Belt	
Oxygen Mask		Oxygen Mask	
Chemical Cartridge Mask		Chemical Cartridge Mask	
Oil		Oil	
Soap		Soap	
Towel		Towel	
Oxygen Cylinder		Oxygen Cylinders	
2. Gang Kit		2. Gang Kit	
Barricade		Barricade	
Rope Ladder/Tripod with Chain Pulley		Tripod with Chain Pulley	
Silt Grabber		Silt Grabber	
Chromo-flexible Steel Rod		Chromo-flexible Steel Rod	
Bucket with Rope		Bucket with Rope	
Spade with long handle		Spade with long handle	
Crowbar		Crowbar	
Trolley		Trolley	
First Aid Kit		First Aid Kit	
Manhole Key Rod		Manhole Key Rod	

Others specification as mentioned in Govt guidelines, SOP & PEMSRA (Prohibition of Employment as Manual Scavengers and their Rehabilitation) Act, 2013

6.1 Documentation for billing purposes:

6.1.1. Service Delivery Standards:

- i. No overflowing of Manhole Chambers
- ii. Blockage to be cleared within 24 hours

iii. All complaints shall be redressed within specified time as mentioned below:

- | | | |
|---|---|----------|
| a. Sewer line cleaning to check the overflowing | - | 24 hours |
| b. Repair of damaged road | - | 07 days |
| c. Removal of sludge & debris | - | 03 days |
| d. Fixing of manhole cover in place of missing | - | 24 hours |

Note: If the work could not be completed within the specified time period due to unavoidable circumstances, then the matter shall be taken to the notice of the Engineer-in-charge immediately along with reasons for delay and furnish convincing modified work programme for completion of the same in the interest of the public.

6.2 Sewer Network

Sewer networks need to be maintained adequately to utilise their full capacity for conveyance of sewage. The problems in sewer network relate to issues in design, construction, operation and maintenance or outside forces or events. Major sources of problems include:

1. Design related deficiencies. Design must consider and make provisions for special local conditions such as ability of soil to support pipe and manhole weights, shifting soils, and vibration or crushing forces of traffic. Other design related problems include inadequate provisions for joint flexing, pipe bedding and pipe sizing.
2. Construction. Plans and specifications must be followed. Improper line, grade and joint installation and short cuts in bedding, connections and backfilling can cause future problems. Other examples of improper installation include use of inferior or damaged materials.
3. Inadequate sewer use ordinances, communication between dischargers to sewers and enforcers of ordinances, and enforcement.
4. Improper inspection and enforcement of tap-ins or service connections by individuals, plumbers, or contractors that result in illegal connection and /or flow.
5. Changing patterns of population shifts and activities that result in surcharging (when the sewer is under pressure or head, rather than at atmospheric pressure), some sections of the sewer system and excessive residence time of wastewater and solids in other sections.
6. Disaster or contingency situations such as explosions, earthquakes, war or wastewater flow shifts of major proportions, floods.
7. Problems of a recurrent nature in the collection system such as the accumulation of grease, debris and trash that results in stoppages or restrictions that reduce the capacity of the sewer.
8. Problems characteristic of the region such that hasten the deterioration of sewers for example, climate, high sulphate content in waters, high soil or wastewater temperatures, rapid root growth and mucky soils.

9. Poor coordination between agencies. Street construction and repair as well as related activities of other utility agencies should be coordinated. Consideration must be given to previous installations of utilities. Provisions must be made for early warning of accidents or a workable system for handling regular dumps.

10. Problems related to a aged and frequently forgotten wastewater collection system. Once the source or cause of a problem has been identified, provisions can be made to correct this problem and also to prevent similar problems from occurring in the future.

The locating of improper connections, such as roof leaders being connected to the collection system should be the responsibility of the collection system crew, enforcement is a management responsibility. Other sources of surface drainage include water entering the collection system through unsealed manholes located at points lower than the surrounding area grade and through broken and/or deteriorated pipes.

Infiltration is detected by metering flows in sections of the collection system to determine which area is providing the greatest flows. After areas of high infiltration are located, field verification is required of the problem areas by visual inspection, smoke testing, dye testing and/or C.C.T.V. inspection. In many areas the main line portion of the collection system is relatively tight. A major source of infiltration can be the service lines and/or connections. Sewer cleaning and maintenance methods depend on the wastewater being discharged to the wastewater treatment plant, pipe material, and the general condition of the sewer.

6.3 Types of Maintenance

There are two types of maintenance of a sewerage system – preventive and emergency. It is necessary that preventive or routine maintenance are carried out to prevent any breakdown of the system and to avoid emergency operations to deal with clogged sewer lines or over flowing manholes or backing up of sewage into a house or structural failure of the system. Preventive maintenance is more economical and provides for reliability in operations of the sewer facilities. Emergency repairs, which would be very rare if proper maintenance is carried out will also, have to be provided for. Proper inspection and preventive maintenance is a necessity.

6.3.1 Planning for Sewer Maintenance

Sewer inspections and maintenance should be planned. The whole sewerage systems should be marked on a plan and divided into sections and areas, which are placed under a maintenance gang. The maintenance gang preferably consists of a supervisor or mate with at least 6 skilled sewer men. The area under each gang will depend on the size of the sewer, depth upto which it is laid, the spacing of manholes, the condition of the sewer line (whether surcharged or not) whether cleaning is being done by mechanical sewer machines, etc. In case, house gully traps are to be maintained, special gang of 1 or 2 persons who will clean these traps regularly in a phased or planned manner is necessary.

The work of each sewer maintenance gang would consist of the following:

1. Check manhole condition for deposition of silt, flow, new connections done, damaged walls or steps, manhole covers, clogged vertical pipes in drop manholes, etc. may be reported to be handled by a separate construction gang of mason and

helpers. It is preferable that the repair gang comes out on the work when the sewer cleaning or maintenance gang is working, so that brick bats, debris mortar, etc., which fall in the manhole are removed there and then. This will cause a major blockage if the same is allowed to flow into the sewer line, which usually occurs when repairs are done separately. In such cases a couple of sewer men should be deputed to clean the manhole of the debris immediately after repair work is completed.

2. Check the sewer line between two successive manhole for silting and flow conditions and remove the deposited silt.
3. Check for any harmful and extraneous matter entering into the sewer line so that further investigation for the cause and location can be determined.
4. Check air release valves in rising or force mains, sluice gates or stoppage in the sewer lines, overflow arrangements, etc.

A record of daily work done by the gang, and also a record of work done on the sewer lines should be maintained so that chronic trouble spots may be investigated and remedial action taken.

6.4 General Conditions

1. Cement shall not be less than OPC-53 grade of reputed manufactures confirming to relevant IS.
2. Reinforcement to confirm Fe-500 and IS specification (SAIL, TATA & Vizag make).
3. As & when required, the steel/cement & other building materials will be tested by Department at the cost of contractor to ensure proper quality as per IS specification.
4. Machine mix shall be used in concrete work for all structure. Vibrator of appropriate type shall be used for compaction of concrete.
5. All the structures are to be designed as permanent type and shall have aesthetic elevation.
6. Form work shall be of steel plates and frame, seasoned timber or any approved materials as decided by Engineer-in-charge to be used for the centring and shuttering of the structures.
7. The surplus earth and debris should be lifted after completion of work and proper levelling of site as directed by Engineer-in-charge without any extra claim.
8. Testing for performance of equipments shall be carried out and be checked with the approved parameters for the purpose of acceptance.

6.5 SITE TO BE KEPT TIDY

- 6.5.1 Throughout the progress of his work, the Contractor shall keep his site and all working areas in tidy and workmanlike conditions and free from rubbish and waste

materials. Any temporary works, constructional plant, materials or other things which are not required temporarily by the contractor, may with the consent of the Engineer's representative, be removed from the site, but otherwise shall be stored on the site in an orderly and secured manner.

6.5.2 PERMISSION FOR ROAD CUTTING

- 6.5.2.1 Whenever the Contractor considered that it is necessary to cut through an existing road or track, he shall submit details to the Engineer for approval, a minimum of seven days before such work commences.
- 6.5.2.2 The Contractor shall at his expenses provide, operate and maintain to the satisfaction of the Engineer, the Police, local Authorities & respective NH/Railway/Canal authorities, all temporary diversions, bridges, barriers, traffic signals, lights and watchmen, as may be required to ensure the safety and the convenience of users of public and private roads affected by the Works of disturbed by him during the progress of the works.

6.5.3 NOTICE TO TELEPHONE, RAILWAYS & ELECTRICITY SUPPLY UNDER TAKING:

- 6.5.3.1 The WATCO shall obtain general permission from local bodies /Works Department to cut the road. The contractor will restore the road surface after completion of pipe laying work.
- 6.5.3.2 Before commencing operations, the Contractor has to obtain specific permission from local bodies/ Works Department when he wants to cut any section of the road. Where operations involve cutting of roads, shifting utilities etc. during the process of work, the Contractor shall also give notice to the concerned authorities viz-the Municipalities, the Railway department, the Electricity Authority, Telegraphs department, the Traffic department attached to the police and other Departments or companies as may be affected by the work. The notice should identify the specific details so that the necessary diversion of the traffic may be arranged and permissions obtained. The Contractor shall co-operate with the Department concerned and provide for necessary barricading of roads, protection to existing underground cables etc. met with during the excavation of trenches. The Contractor shall provide at his own expenses watching and lighting arrangements during the day and night and put the required notice board such as "Caution Road closed for Traffic" etc. He should also provide and maintain at his own cost the necessary supports for underground cables etc. to afford best protection to them in consultation with the authorities in charge of the properties and to their best satisfaction.

6.5.4 DISCHARGE OF WATER INTO EXISTING STREAMS, ETC.

- 6.5.4.1 The Contractor shall make provision for the proper discharge or disposal from the Works and any temporary works of all water and wastewater howsoever arising, and the methods for disposal shall be to the satisfaction of the Engineer and of any

authority or person having jurisdiction or interest in any pond or water course over or in which water and wastewater may be discharged. Waste products other than excess excavated material shall be carted away as provided elsewhere. The requirements of this Article shall not limit any of the Contractor's obligations or liabilities, as in the Conditions of Contract.

6.5.5 USE OF EXPLOSIVES

6.5.5.1 Use of explosive is not allowed.

6.5.6 PROTECTION OF PROPERTY AND UTILITIES

(A) Protection of Property

6.5.6.1 The contractor shall conduct his operation in such a manner as to avoid injury or damage to adjacent property, improvements, or facilities.

6.5.6.2 Building, trees, ground cover, and shrubbery that are not designated for removal, pole lines, fences, guard rail, ride posts, culvert and project markers, signs structures, conduits, pipelines, and other improvements within or adjacent to the street or right-of-way shall be protected from injury or damage. The contractor shall provide and install suitable safeguards to protect such objects from injury or damage, which objects if injured or damaged by reason of the contractor's operations, shall be replaced or restored to a condition as good as when entered upon the work, or as required by the specifications or shall be liable to pay compensation.

6.5.6.3 The contractor shall be responsible for all damage to streets, roads, highways, ditches, embankments, bridges, culverts or other public or private property, which may be caused by transporting equipment's, materials, or men to or from work. The contractor shall make satisfactory and acceptable arrangements with the property owner over the damaged property concerning its repair or replacement.

6.5.7 EMPLOYMENT OF SCARCITY LABOR

6.5.7.1 If Government of Odisha declares a state of scarcity or famine to exist within 16 kms. of the project site, the contractor shall be required to employ in his works for which he will need unskilled labor and to the extent his works can accommodate any person or persons certified to him by the Engineer to be in need of relief and the Contractor shall pay to such persons wages not below the minimum wage which the Government may fix in this behalf from time to time.

6.5.8 DISMANTLING OF ROADS

6.5.8.1 Dismantling of various road surfaces before the excavation in trenches shall be carried out as under: -

- i) Breaking and sorting out the top coat and stacking the dismantled materials properly so as to be placed at the top of trench after filling with excavated earth in 30 cm. layers and its proper compaction by watering and ramming.
- ii) Breaking and sorting out the serviceable materials from inter and seal coat of the road, carting and stacking the same up to 50 m from the trench, which shall also

be used after filling and compaction of trench as soon as the pipe laying is completed.

All provisions of the technical scope of work & terms & conditions of the contract have been read by Me/Us and I/We certify that I/We clearly understand them & agree to abide by them.

Witness

Contractor

SECTION – 10

PAYMENT SCHEDULE

The contractor/ agency will raise bimonthly bill alongwith necessary certificate & geotagging pre & post photographs as per the break up stated below.

1st Year		
1	1st Instalment	7%
2	2nd Instalment	7%
3	3rd Instalment	7%
4	4th Instalment	7%
5	5th Instalment	7%
6	6th Instalment	7%
7	Pre Monsoon	8%
2nd Year		
1	1st Instalment	7%
2	2nd Instalment	7%
3	3rd Instalment	7%
4	4th Instalment	7%
5	5th Instalment	7%
6	6th Instalment	7%
7	Pre Monsoon	8%

Certificate for Pre Monsoon Bill				
SL	Location	Component	Qty	Remarks

FORM FOR DECLARATION BY PRIVATE SANITATION SERVICE ORGANISATION (PSSO)

I, _____ S/O _____ Age: _____ At: _____ P.

O: _____ P.S: _____ District: _____ State: _____ PIN: _____

_____ (Name of the PSSO) do hereby, declare that I have been duly empanelled by WATCO vide Empanelment No. _____ for "cleaning of manhole chamber, sewer line, septic tank, soakpit, inspection chamber etc at different areas of WATCO Division-I & II in Bhubaneswar, Cuttack & Puri" and I agree to perform the required task under my continuous supervision

By signing this declaration, I hereby agree to the following conditions:

1. I am aware about all the hazards involved in the assigned work and that Hazardous cleaning of sewer network and septic tanks has been strictly prohibited under section 7 of the PEMSR Act.
2. I am aware that Human entry will be strictly prohibited during the cleaning activity as specified under section 7 of the Prohibition of Employment of Manual Scavengers and their Rehabilitation Act, 2013 (PEMSR, Act).
3. The entire cleaning activity will be conducted mechanically (WITHOUT ANY HUMAN ENTRY).
4. All required PPEs/ Safety devices as prescribed under Rule 4 of the PEMSR Rules, 2013 are available at the site and will be used throughout the process
5. The mechanical equipments will only be operated by trained/certified sanitation workers.
6. I have own mechanically equipments i.e. jetting, rodding machines and grabbing machines.
7. In case of any violations, I will be held responsible and prosecuted for contravention of the PEMSR Act under section 9 and a penalty of Rs.2.00 lakhs shall be imposed for 1st time violation and penalty of Rs.5.00 lakhs shall be imposed on subsequent violation. The penalty shall be deducted from my bill.
8. The cleaning work should be taken up through approved SEP/ Garima Supervisor/ Sanitation workers etc.

The above stated information holds true to the best of my knowledge.

Date:

(Signature of the PSSO)

SCHEDULE – A
STRUCTURE & ORGANISATION

1. General Information

a) Name of Applicant

b) Head Office Address

e-Mail Address:

Telephone No.

Fax :

Mobile Phone No.

c) Regional Office Address (if any)

e-Mail Address:

Telephone No.

Fax :

d) Local Office (if any)

e-Mail Address:

Telephone No.

Fax :

e) Class of contractor / firm and year of incorporation
(attach copy of certificate of registration)

f) Name and Address of Bankers

g) Main Lines of Business

SCHEDULE – B
LIST OF PLANT & EQUIPMENT

Proposed to be deployed by the Applicant for use in the work

(Additional equipments if any may be added)

Sl. No.	List of plants & equipments	Owned		Leased		Remarks
		Nos.	Ownership certificate furnished / not furnished	Nos.	Lease deed along with the ownership certificate furnished / not furnished	
1	2	3	4	5	6	7
1.	Jetting machine					
2.	Cesspool					
3.	Rodding Machine					
4.	Water Tanker					
5.	Grabbing machine					
6.	Dewatering Pump set from 5 to 20 HP capacity					
7.	Transportation trolley					
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						
16.						

SCHEDULE –C

**INFORMATION REGARDING CURRENT LITIGATION,
DEBARRING / EXPELLING OF TENDER OF ABANDONMENT OF
WORK BY TENDER**

- 1.(a) Is the applicant currently involved in any litigation relating to any contract works -
Yes/No
- (b) If yes, give details
-
- 2.(a) Has the applicant or any of its constituent partners have been debarred / expelled by
any agency in India during the last 5 years - **Yes/No**
- (b) If yes, give details
-
- 3 (a) Has the applicant or any of its constituent partners failed to perform/absconded/
rescinded on any contract work in India during the last 5 years - **Yes/No**
- (b) If yes, give details

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

SCHEDULE –D

AFFIDAVITS / DECLARATION

1. I/We have read the instructions appended in the DTCN.
2. I/We agree that the decision of the Govt. of Odisha in selection of contractors will be final and binding upon me/us.
3. All the information furnished herewith are correct to the best of my/our knowledge and belief. In case of any information or documents furnished found to be false or incorrect, I / we have no objection if my / our tender is rejected.
4. I/We agree that I/We have no objection if inquiries are made about construction work and its related areas regarding all projects and works listed by us in the accompanying sheets or any other enquiry on information furnished herewith in the accompanying sheets.
5. I/We agreed that I/We have no objection if our past construction works are inspected by any authority of Govt. of Odisha to assess the quality of construction.

Date:

Place:

Signature
Name & Designation
Name of the organisation

SCHEDULE –E
AFFIDAVIT
Correctness certificate

I _____, do hereby solemnly affirms and state as follows:

01. That, I am the dependent of this affidavit
02. That, I am submitting the tender document before General Manager, WATCO Division-II, Bhubaneswar, **vide Bid Identification No.**
03. That, the document like GST certificate, PAN card, License copy etc are all true, genuine and authenticate as submitted by me.
04. That, there is no one in the said department is related to me.
05. That, I have neither abandoned any work nor rescinded by the department.
06. That, I have not been black listed by any Govt/ Govt under taking on bid submission date
07. That, I have no any criminal cases are pending against me at the time of submitting the tender.
08. That, I have no any current litigation against the work awarded to me.
09. That, I have not undergoing Corporate Debt Restructuring (CDR)/Strategic Debt Restructuring (SDR) or facing recovery proceeding from Financial Institutions or those are facing Sickness and under consideration of Board for Industrial & Financial Reconstruction (BIFR) in last three financial years.
10. That, this affidavit is required to be submitted before General Manager, WATCO Division-II, Bhubaneswar for the needful.
11. That, I have provident fund registration certificate of my firm and workers
12. That, I have life insurance policy for the staff assigned for cleaning of sewer line, MHC, etc for an amount of Rs.10.00 Lakhs for which premium shall be paid by me. The said life insurance will be made before signing of agreement.
13. That, I have the own jetting machine bearing No._____ (Copy of registration certificate attached)
14. That, the cleaning work should be taken up through approved SEP/ Garima Supervisor/ Sanitation workers etc.
15. That, the facts stated above are true to the best of my knowledge and belief.

Signature of the Tenderer

Date

SCHEDULE –F

ANY OTHER INFORMATION, IF ANY

SCHEDULE – G

Format for Seeking Clarification
(to be furnished in both MS Word/Excel & PDF Format)

Name of the Firm with e-mail & Mobile No.: _____

Sl. No.	Reference to DTCN/ Clause/ Page	Existing Description & Subject	Clarification Sought	Remarks
1	2	3	4	5

SCHEDULE – H

FORM OF BANK GUARANTEE [Additional Performance Security]

To
The General Manager,
WATCO, DIVISION-II, Bhubaneswar.

WHEREAS:

- (A) _____ [name and address of contractor]
(hereinafter called the "**Contractor**") has executed an agreement (hereinafter called the "Agreement") with the [**General Manager WATCO DIVISION-II , Bhubaneswar** representing General Manager, WATCO DIVISION-II, Bhubaneswar], (hereinafter called the "**Authority**") for the construction of the work "***Operation and Maintenance of existing Sewerage System of Unit-IX flat, acharyavihar etc areas under WATCO Section, Unit-IX Flat, Bhubaneswar City***" subject to and in accordance with the provisions of the Agreement.
- (B) The Agreement requires the Contractor to furnish a Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the {Construction Period & Defects Liability Period} (as defined in the Agreement) in a sum of Rs. _____ Lakh (Rupees _____ Lakh) (the "**Guarantee Amount**").
- (C) We, _____ through our branch at _____ (the "Bank") have agreed to furnish this bank guarantee (hereinafter called the "Guarantee") by way of Additional Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the {Construction Period & Defects Liability Period} under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the

Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an officer not below the rank of [Director (Operations), WATCO, Bhubaneswar], that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the

Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Guarantee shall cease to be in force and effect on ****\$. Unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a

§ Insert date being 30 (Thirty) Months from the date of issuance of this Guarantee (in accordance with Clause 23.4 of the Section 2(B) & Clause 6.22 of Section 6).

certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this _____ day of _____, 20____ at _____.

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.
- (iii) The stamp papers of appropriate value shall be purchased in the name of bank who issues the "Bank Guarantee".
- (iv) The bank guarantee shall be from a Nationalised/ Scheduled Indian Bank with **counter guaranteed** by its branch at **Bhubaneswar**.



Tel -0674-2392104/2390147
e-mail : sanitationhud@gmail.com
Website: www.urbanodisha.gov.in

Government of Odisha
Housing & Urban Development Department

3rd floor, Kharavel Bhavan, Unit-V, Bhubaneswar, PIN:751001

File No.: PT1-HUD-SANT-PLAN-0007-2019 No.: 19930 /HUD. Date:

22/12/2020

NOTIFICATION

Emergency Response Sanitation Unit (ERSU) are required to be set up in all the Municipalities and NACs [Except Balasore, Baripada, Bhadrak and Puri for which Notification by this Department has already been issued in No. 2116 Dated 27.01.2020] to ensure that no person, Urban Local Body, or any agency shall engage or employ, either directly or indirectly, any person for hazardous cleaning of a sewer or a septic tank as envisaged under section 7 of the Prevention of Employment as Manual Scavengers and their Rehabilitation Act, 2013 (herein after referred to as "the Act") and also as mandated under Point No. 5.2 of the Guidelines of Garima-Scheme for Safety & Dignity of Core Sanitation Workers. Accordingly, it has been approved by Government for setting up of the Units in the rest 105 Urban Local Bodies.

In exercise of the powers conferred under section 18 of the Act, the Executive Officers of the concerned Municipalities and NACs are hereby declared as **Responsible Sanitation Authorities (RSAs)** and are hereby authorised to exercise all powers as may be necessary to ensure that provisions of the Act are properly carried out.

They may specify the subordinate officers, who shall exercise all or any of the powers, and perform all or any of the duties, so conferred and the local limits within which such powers or duties shall be carried out by the officer or officers so specified.

The ERSU so set up shall be generally based on structure of the Fire Services / Brigade. The ERSU shall be responsible to meet sanitation emergency requests within the concerned ULB.

Sanitation workers, who have been traditionally engaged in sewer and septic tank cleaning may be properly trained, equipped and certified as **Sewer Entry Professionals [SEPs]**. In addition, professionally trained and equipped **Private Sanitation Service Organisations [PSSOs]** may also be empanelled by the ERSU to provide an assured number of private SEPs and equipment sets.

These PSSOs should also employ those persons who have been traditionally engaged in cleaning of sewer , septic tanks.

The RSA will prescribe conditions and eligibility of PSSOs, procedure for empanelment, guidelines and protocols to be followed by the PSSOs in carrying out assignments, equipment and safety gears to be kept, training of PSEPs and procedure for de-empanelment etc.

Entry of any person(s) into a sewer or septic tank other than a properly equipped Sewer Entry Professional, duly authorised by the Emergency Response Sanitation Unit concerned , shall be strictly prohibited and shall be deemed as contravention of the provisions of the Act and be held criminally liable under the Act. The RSA shall take appropriate action for such contravention.

Provided that, normal cleaning or suction of sewer or septic tanks which does not require entry of a person into sewers or septic tanks or nullahas may be undertaken by contractors or vendors as well as by the empanelled PSSOs (without affecting their primary task with ERSUs).

RSA shall promote mechanised cleaning of sewers , septic tanks by the ERSU and keep the contact numbers readily available for information of all concerned.

RSA may notify charges or fee for services provided by the ERSU.

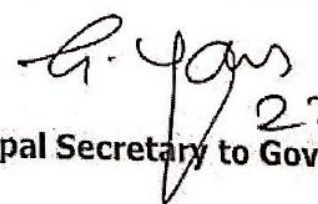
RSA should procure adequate full sets of protective gears (both personal and institutional) and maintain them at optimal efficiency. whenever, a SEP is tasked to carry out the job, he may be issued with the protective gear and equipment and should be allowed to do the job under observation of an officer of the RSA.

The RSA will be responsible to provide basic training, periodic upgradation, necessary equipment, vehicles, other logistics and proper functioning of ERSU.

ERSU shall adhere to the relevant provisions of the Acts, Rules, Standard Operating Procedures, Advisories, Communications etc. issued by the Government of India & the Government of Odisha from time to time for the above purpose.

ORDER: This shall be published in the Odisha Gazette.

By order of the Governor,


22/12/20
Principal Secretary to Government

Memo No. 19931

/Dated. 22/12/2020

Copy forwarded to the Executive Officers of all Municipalities and NACs [except Balasore, Baripada, Bhadrak and Puri Municipalities] for information and necessary action.

rcs
22.12.2020
Additional Secretary to Government &
Additional Mission Director, SBM (Urban)

Memo No. 19932

/Dated. 22/12/2020

Copy forwarded to all the Collectors and District Magistrates / Project Directors, District Urban Development Agencies for information and necessary action.

rcs
22.12.2020
Additional Secretary to Government &
Additional Mission Director, SBM (Urban)

Memo No. 19933

/Dated. 22/12/2020

Copy along with soft copy forwarded to the Director, Printing, Stationery & Publication, Odisha, Madhupatna, Cuttack, PIN: 753010 / OIC, Gazette Cell, Commerce Deptt. with a request to publish the Notification in the next issue of the Odisha Gazette

rcs
22.12.2020
Additional Secretary to Government &
Additional Mission Director, SBM (Urban)

Memo No. 19934

/Dated. 22/12/2020

Copy forwarded to the Mission Director SBM (Urban), Govt. of India, Ministry of Housing and Urban Affairs, Nirman Bhawan, New Delhi-110011 [Email: naveen.75@gov.in] Director, SBM & PHE, Govt. of India, Ministry of Housing and Urban Affairs, Nirman Bhawan, New Delhi-110011 [Email : secyurban@nic.in]/ OSD to Chief Secretary & Ex-Officio Additional Secretary to Govt. GA & PG Deptt./ Director, ST & SC Development Deptt. / Deputy Secretary to Govt. C&T [Commerce] Deptt. / PS to the Director, Municipal Administration-cum-Mission Director, SBM (Urban) for kind information and necessary action.

Copy to Guard file (sanitationhudedespach@gmail.com)

rcs
22.12.2020
Additional Secretary to Government &
Additional Mission Director, SBM (Urban)

**Executive Instruction regarding calling for and acceptance of
tenders in e-Procurement in Govt. of Odisha.**

**Government of Odisha
Works Department**

Office Memorandum

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

Sub: Codal Provision regarding e-Procurement

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

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

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

1. This office memorandum consists of the procedural requirement of e-procurement and shall be made part of the Detailed Tender Call Notice or Instruction to Bidder for all "works" tenders hoisted in the portal.
2. The e-procurement portal of Government of Odisha is "<https://tendersodisha.gov.in>".
3. Use of valid Digital Signature Certificate of appropriate class (Class II or class III) issued from registered certifying authorities (CA) as stipulated by Controller of Certifying Authorities (CCA), Government of India such as n-Code, Sify, TCS, MTNL, e-Mudhra is mandatory for all users.
4. The DSC issued to the Department users is valid for the period of two years only. All the Department users are responsible to revalidate their DSC prior to expiry.
5. For all purpose, the server time displayed in the e-Procurement portal shall be the time to be followed by all the users.
6. Government after careful consideration have decided to hoist all tenders costing 10 lakhs or above in the e-procurement portal. This will be applicable across all Engineering Departments such as Works Department, Department of Water Resources, Rural Development and Housing & Urban Development Department. Government of Odisha also welcomes hoisting of tenders by any other departments, authority, corporations, local bodies etc. of the State with prior approval from Works Department. Works

Department is the Nodal Department for the implementation of e-Procurement in the State.

7. The e-procurement shall be operated compliant to relevant provisions of OGFR/ OPWD code/ Accounts code/ Government statues including any amendments brought from time to time to suit to the requirement of the best national practice.
8. Registration in the e-procurement portal is without levy of any charges but Government reserves the right to levy any charges for such value added services in future.
9. Contractor not registered with Government of Odisha, can participate in the e-Procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State.
10. For the role management "Department" is the Administrative Department, Organisation or wing is the Chief Engineer or highest tender accepting authority or equivalent officer, Division is the Executive Engineer or equivalent Officer and Subdivision is the Assistant Engineer or equivalent officer.
11. The e-Procurement software assigns roles for operation of the module for specific function. The terminologies used in the portal and their respective functions in the software are as follows.
 - 11.1 Application Administrator (NIC & State Procurement Cell)
 - i. Master Management
 - ii. Nodal Officer Creation
 - iii. Report Generation
 - iv. Transfer of Officer's login ID.
 - v. Blocking & unblocking of officer's and bidder's login ID.
 - 11.2 Nodal Officer (At organization level not below the Superintending Engineer or equivalent rank)
 - i. Creation of Users
 - ii. Role Assignment
 - iii. Report Generation
 - iv. Transfer of Officer's login ID.
 - v. Blocking & unblocking of officer's Login ID.
 - 11.3 Procurement Officer Publisher (Officer having tender inviting power at any level)
 - i. Publishing of Tender
 - ii. Publishing of Corrigendum / addendum / cancellation of Tender
 - iii. Bid Clarification
 - iv. Uploading of Pre-Bid minutes.
 - v. Report generation.
 - 11.4 Procurement Officer Administrator (Generally sub-ordinate officer to Officer Inviting Tender)
 - i. Creation of Tender

- ii. Creation of Corrigendum / addendum / cancellation of Tender
 - iii. Report generation.
- 11.5 Procurement Officer Opener (Generally sub-ordinate officer to Officer Inviting Tender)
- i. Opening of Bid
- 11.6 Procurement Officer Evaluator (Generally Sub-Ordinate Officer to Officer Inviting Tender)
- i. Evaluating Bid
- 11.7 Procurement Officer-Auditor (Procurement Officer Publisher and/or Accounts Officer / Finance Officer)
- i. To take up auditing

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

- 12.1 The Notice Inviting Bids (NIB) and Bid documents etc., shall be in the Standard formats as applicable to conventional Bids and will be finalized / approved by the officers competent as in the case of conventional Bids.
- 12.2 The officers competent to publish NIB in case of conventional Bids will host the NIB in portal. Simultaneously, a notification should also be published in the newspapers, as per existing rules preferably, in the following format, to effect economy:-

Government of Odisha "e" procurement Notice	
Bid Identification No. -----	
1.	Name of the work:
2.	Estimated cost: Rs.
3.	Period of completion -----
4.	Date & Time of availability of bid document in the portal _____
5.	Last Date / Time for receipt of bids in the portal _____
6.	Name and address of the O.I.T.:.....
Further details can be seen from the e-procurement portal " https://tendersodisha.gov.in "	

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

13. ISSUE OF ADDENDA/ CORRIGENDA/ CANCELLATION NOTICE:

- 13.1 The Procurement Officer Publisher (Officer Inviting Tender) shall publish any addendum/ corrigendum/ cancellation of tender in the website

<https://tendersodisha.gov.in>, notice board and through paper publication and such notice shall form part of the bidding documents.

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

14. **CREATION AND PUBLISHING OF BID:**

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

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

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

- i. BASIC DETAILS
- ii. COVER CONTENT: The Procurement officer Administrator should briefly describe the name and type of documents to be uploaded by the bidder in the following format:

(a) For Single Cover/Packet:

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

(b) For Two Cover/Packet:

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

- iii. TENDER DOCUMENT: The Procurement Officer Administrator should upload the NIT in .pdf format.
- iv. WORK ITEM DETAILS
- v. FEE DEATILS: The Procurement Officer Administrator should mention the cost of tender paper and EMD amount as laid down in DTCN/SBD.

- vi. **CRITICAL DATES:** The Procurement Officer Administrator should mention the critical dates of tender such as publishing date, document download start date & end date, seek clarification start date & end date (optional), bid submission start date & closing date, bid opening date as per DTCN/SBD.
- vii. **BID OPENER SELECTION:** The Procurement Officer creator can select two / three / four bid openers for a particular bid. If required the bid openers can also be selected within an organization from other procurement units (Circles /Divisions).
- viii. **WORK ITEM DOCUMENTS:** The Procurement Officer Administrator should upload the digitally signed tender document (SBD/DTCN) or any other addition document/drawings in .pdf format and Bill of Quantities in .xls format.
- ix. **PUBLISHING OF TENDER:** The Procurement Officer Publisher shall publish the tender using his/her DSC after detail scrutiny of the fields created and documents uploaded by the Procurement Officer Administrator. Procurement Officer Publisher can publish tenders for multiple procurement units using multiple DSCs procured for each post separately. After being relieved from the additional charges he has to surrender the additional DSCs to the Nodal Officer of the concerned organisation.

15. **PARTICIPATION IN BID:**

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

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

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

15.2 **LOGGING TO THE PORTAL:** The Contractor/Bidder is required to type his/her *Login ID* and password. *The system will again ask to select the DSC and confirm it with*

the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique Login ID, password and DSC combination and authenticates the login process for use of portal.

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

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

15.5 PREPARATION OF BID

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

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

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

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

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

documents provides for it.

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

15.6.4 The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 5 days of opening of the tender. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.

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

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

16. SUBMISSION OF BID:

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

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

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

16.4 The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BoQ) published by the Officer Inviting Tender. The bidder shall type rates in figure only in the rate column of respective item(s) without any blank cell in the rate column in case of item rate tender and type

percentage excess or less up to two decimal place only in case of percentage rate tender.

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

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

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

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

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

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

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

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

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

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

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

17. **SECURITY OF BID SUBMISSION:**

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

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

18. RESUBMISSION AND WITHDRAWAL OF BIDS:

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

19. OPENING OF THE BID:

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

20. EVALUATION OF BIDS :

- 20.1 All the opened bids shall be downloaded and printed for taking up evaluation. The officer authorized to open the tender shall sign and number on each page of the documents downloaded and furnish a certificate that "the documents as available in the portal containing _____ nos. of pages".
- 20.2 The bidder may be asked in writing/ online (in their registered e-mail ids) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. The Officer Inviting Tender may ask for any other document of historical nature during Technical Evaluation of the

tender. Provided in all such cases, furnishing of any document in no way alters the Bidder's price bid. Non submission of legible documents may render the bid non-responsive. The authority inviting bid may reserve the right to accept any additional document.

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

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

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

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

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

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

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

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

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

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

21. NEGOTIATION OF BIDS:

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

22. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

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

- 22.2 The Contractor after furnishing the required acceptable Performance Security & Additional Performance Security, "Letter to Proceed" or "Work Order" shall be issued by the Engineer-in-Charge with copy thereof to the Procurement Officer – Publisher. The Procurement Officer-Publisher shall up load the summary and declare the process as complete.
- 22.3 If the L-1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium / JV / firm where such an agency / firm already happens to be or is going to be a partner/member/proprietor, he/ they shall neither be allowed for participation in bidding for three years nor his/ their application will be considered for registration and action will be initiated to blacklist him / them. In that case, the L-2 bidder, if fulfils other required criteria, would be called for drawing agreement for execution of work subject to condition that the L-2 bidder negotiates at par with the rate quoted by the L-1 bidder, otherwise the tender will be cancelled.

23. BLOCKING OF PORTAL REGISTRATION:

- 23.1 If the Registration Certificate of the Contractor is cancelled /suspended by the registering authority/ blacklisted by the competent authority his portal registration shall be blocked automatically on receipt of information to that effect.
- 23.2 The portal registration blocked in the ground mentioned in the above Para-23.1 shall be unblocked automatically in receipt of revocation order of cancellation / suspension/ blacklisting from the concerned authority.
- 23.3 The Officer Inviting Tender shall make due inquiry and issue show cause notice to the concerned contractor who in turn shall furnish his reply, if any, within a fortnight from the date of issue of show cause notice. Thereafter the Officer Inviting Tender is required to issue an intimation to the defaulting bidder about his unsatisfactory reply and recommend to the Chief Manager (Tech.) for blocking of portal registration within 10 days of intimation to the defaulting bidder regarding his unsatisfactory reply with intimation to the Registering Authority and concerned Chief Engineer/ Heads of Office if any of the following provisions are violated.
- 23.3.1 Fails to furnish original Technical / Financial (Tender Paper Cost, EMD/Bid Security) instruments before the designated officer within the stipulated date and time.
- 23.3.2 Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period.
- 23.3.3 Fails to execute the agreement within the stipulated date.
- 23.3.4 If any of the information furnished by the bidder is found to be false / fabricated / bogus.

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

24. GUIDELINES FOR UNBLOCKING OF PORTAL REGISTRATION:

24.1 UNBLOCKING OF PORTAL REGISTRATION:

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

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

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

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

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

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

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

Sd/19.07.2013
E.I.C-cum-Secretary to Govt.

**Online Receipt of Tender Paper Cost & Earnest Money Deposit
through e-Procurement Portal
as per Works Department Letter No.17276/W Dt.06.12.2017**

**Government of Odisha
Works Department**

Office Memorandum

File No.07556900012016–17254/W Dt.05.12.2017

Sub: Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids.

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

4. Banking arrangement:

- a) Designated Banks (**SBI/ICICI Bank/HDFC Bank**) payment gateway are being integrated with e-Procurement portal of Government of Odisha (<https://tendersodisha.gov.in>)
- b) The Designated Banks participating in **Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids** will nominate a **Focal Point Branch** called e-FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.

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

- a) **Log on to e-Procurement Portal:** The bidders have to log onto **the** Odisha e-Procurement portal (<https://tendersodisha.gov.in>) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now, submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
- b) **Uploading of Prequalification/Technical/Financial bid:** The bidders have to upload the required Prequalification /Technical/Financial bid, as mentioned in the bidding document and in line with Works Department office memorandum no.7885, dt.23.07.2013.
- c) **Electronic payment of tender paper cost and EMD:** Then the bidders have to select and submit the bank name as available in the payment options
 - i. A bidder shall make electronic payment using his/her **internet banking** enabled account with designated Banks or their aggregator banks.
 - ii. A bidder having account in other Banks can make payment using **NEFT/RTGS** facility of designated Banks.
 - Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.
- d) **Bid submission:** Only after receipt of intimation at the e-Procurement portal regarding successful transaction by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.
- e) **System generated acknowledgement receipt for successful bid submission:** System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of '**Bid ID**' generated in the acknowledgement receipt for tracking their bid status.

6. Settlement of Cost of Tender Paper;

- a) **Cost of Tender Paper:** In respect of Government receipts on account of **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State

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

- b) For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Odisha Treasury portal. Thereafter, remittance through NEFT & RTGS will be facilitated through the Odisha Treasury portal.
- c) Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc., **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise list of challans and instruct the designated Banks to remit the money through the Odisha Treasury portal. The cost of tender papers will be credited to the registered Bank account of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc.
- d) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee, EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.
- e) Back-end Transaction Matrix of Electronic receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids is enclosed in the Annexure.

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

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

8. Forfeiture of EMD :

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

- a) In case the **Earnest Money Deposit on submission of bid** is forfeited, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority.
- b) The Tender inviting authorities of the Government Departments will deposit the forfeited **Earnest Money Deposit on submission of bid**, in the State Government Treasury under the appropriate head (8782-Cash Remittances and Adjustments between the officers rendering accounts to the same Accounts Officer-102-P.W.Remittances-1683-Remittances-91028-Remittances into Treasury) after taking the amount as a revenue receipt in their Cash Book under

the head 0075-Misc. General Services-00-101 -Unclaimed Deposits-0097-Misc, Receipts-02080-Misc. Deposits and submit the detail account to DAG (Puri) as a deposit of the Division.

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

9. Role of the Banks:

- a) Make necessary provision / customizations at their end to enable the provision for online payments / refunds as per this document.
- b) Provide necessary real-time message to bidders regarding successful or unsuccessful transactions during online payment processes and redirect them to e-Procurement website with necessary transaction reference details enabling them to submit their bids.
- c) The bank shall ensure transfer of funds from the pooling account to the Government Head/current account of PSUs/ULBs within the next bank working day as per the directions generated from e-Procurement portal.
- d) Bank should provide timely reports and reference details to NIC enabling them to carry out their role as stated below.
- e) Refund of amount to bidders as per the XML file provided by e-Procurement system on the next bank working day from the date of generation of the XML file and also provide a confirmation to NIC on the same.

10. Role of State Procurement Cell:

- a) Communicate requirements of Government departments/ State PSUs/ Autonomous Bodies/ ULBs online payment requirements to National Informatics Centre / the authorised Banks for mapping/ customization.
- b) In every working day, the State Procurement Cell shall generate MIS from the e-Procurement portal to ascertain the tender paper cost received in the e-Tendering process separately bank-wise for the Government Department and the PSUs/ULBs. The SPC shall generate bank-wise separate online challans from the Odisha Treasury portal and make the remittance through over the counter facility or NEFT/RTGS (as and when this functionality is available in Treasury portal) and issue instruction to the bank for remittance of the receipt to the State Government account.
- c) The State Procurement Cell shall be responsible for providing challan details and MIS in respect of the remittance towards tender paper cost to the Tender inviting authorities for their record.
- d) State Procurement Cell shall monitor the progress of e-Tendering by different Government departments / State PSUs/ Autonomous Bodies / ULBs through an MIS. State Procurement Cell shall monitor and send monthly progress reports to the Government.
- e) The e-Procurement system will generate a consolidated refund & settlement XML file as an end of the day activity.

- f) e-procurement system will provide a web service for payment gateway (PG) provider to pull the encrypted refund and settlement details in XML file against a day.
- g) Similarly, payment gateway (PG) provider will provide a web service to pull the refund and settlement status against a day
- h) e-procurement system will update the status accordingly for reconciliation report.

11. Role of National Informatics Centre :

- a) Customize e-Procurement software and web-pages of Government of Odisha (<https://tendersodisha.gov.in>) to enable the provision for electronic payment.
- b) The NIC, Odisha will modify / rectify the errors in electronic data relating to the Chart of Account.
- c) NIC will provide an interface to organisations to download the electronic receipt data.
- d) Enable automatic generation of daily XML files from e-Procurement system and ensure delivery of the same to the authorised Banks for enabling automatic refund/settlement of funds.
- e) NIC shall enable the e-Procurement portal to generate MIS as required for the State Procurement Cell in order to make remittance of the tender paper cost to the State Government account using the Odisha Treasury portal.

12. Role of Cyber Treasury :

- a) The cost of the tender paper deposited by the SPC using the Odisha Treasury Portal which will be accounted for by the Cyber Treasury and it shall submit the accounts to A.G (O) as per the established process.
- b) The Cyber Treasury will provide MIS as required to the SPC for the purpose of accounting and reconciliation of the electronic remittances made to the State Government account.

13. Redressal of Public grievances :

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

14. Applicability and modification of existing rules / orders:

The modalities prescribed in this Office Memorandum for downloading of tender paper, submission and rejection of bid, acceptance of Bids as well as refund and forfeiture of earnest deposit will be applicable for electronic submission of bids through e-

procurement portal. Existing provisions regulating cost of tender paper, earnest money deposit in OPWD Code and OGFR would stand modified to the extent prescribed.

- 15.** These arrangements would be made effective after signing of MoU between the designated Banks and the State Procurement Cell, firming up of Banking arrangements and technical integration between designated Bank and e-Procurement Portal.
1. This shall take effect from the date of issue of this Office Memorandum.
 2. Accordingly, relevant existing codal/ contractual provision exist vide Office Memorandum No.6785/W Dt.09.05.2017 of Works Department stands modified to the above extent.
 3. This has been concurred in by the Finance Department vide their UOR No.-39-WF-I Dt.09.11.2017.

Sd/05.12.2017
E.I.C-cum-Secretary to Govt.

[For any Technical related queries please call at Help desk numbers of State Procurement Cell (SPC), Govt. of Odisha – 1800 3456 765, 0674-2530998, 2530996]

ANNXURE-I of Appendix - IV

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

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