**GOVERNMENT OF ODISHA**
**WATER RESOURCES DEPARTMENT**
**DIRECTORATE OF GROUND WATER DEVELOPMENT: ODISHA**

# STANDARD BIDDING DOCUMENT

Through e-Procurement for works between Rs.3 lakhs to Rs.50crore

**E- Procurement Notice No.: 1041/GWD, Date: 23/10/2026**

**Bid Identification No.: 08/GWDBAM/CHHATA/2026-27**

## Name of the Work:

**Construction of Roof Top Rainwater Harvesting Structure at Quarter Building of Chief Engineer & Basin Manager of Rushikulya Bahuda Basin & Quarter Building of Additional Chief Engineer & Basin Manager of Rushikulya Bahuda Basin in Brahmapur Urban area under Ganjam District for the F.Y. 2026-27.**

***Bid Inviting Officer (BIO)***

| | |
|---|---|
| ଜଳ ସମ୍ପଦ ବିଭାଗ<br>ଜଳତତ୍ତ୍ୱବିତ୍‌ଙ୍କ କାର୍ଯ୍ୟାଳୟ<br>ଭୂତଳ ଜଳ ଉନ୍ନୟନ ଖଣ୍ଡ, ବ୍ରହ୍ମପୁର<br>ସ୍ଥାନ/ପା- ଭାବୀନାରାୟଣପୁର, ପୋଷ୍ଟ – ରଙ୍ଗେଇଲୁଣ୍ଡା,<br>ଭାୟା – ଭଞ୍ଜବିହାର, ବ୍ରହ୍ମପୁର – ୭୭୦୦୦୭ । | **DEPARTMENT OF WATER RESOURCES**<br>**OFFICE OF THE HYDROLOGIST**<br>**GWD DIVISION, BRAHMAPUR**<br>**AT-BHABINARAYANPUR, POST-RANGEILUNDA,**<br>**VIA-BHANJAVIHAR, BRAHMAPUR -760007** |
| **Email - hydrologistberhampur@gmail.com** | |

Contractor

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Hydrologist
GWD Division Brahmapur

ଜଳ ସମ୍ପଦ ବିଭାଗ
ଜଳତତ୍ତ୍ୱବିତ୍‌ଙ୍କ କାର୍ଯ୍ୟାଳୟ
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ଭାୟା – ଭଞ୍ଜବିହାର, ବ୍ରହ୍ମପୁର – ୭୬୦୦୦୭ ।
**DEPARTMENT OF WATER RESOURCES OFFICE OF THE HYDROLOGIST**
**GWD DIVISION, BRAHMAPUR**
**AT-BHABINARAYANPUR, POST-RANGEILUNDA,**
**VIA-BHANJAVIHAR, BRAHMAPUR -760007Email - hydrologistberhampur@gmail.com**

| Sl.No. | Items | | Details |
|---|---|---|---|
| 1 | Name of Work | : | **Construction of Roof Top Rainwater Harvesting Structure at Quarter Building of Chief Engineer & Basin Manager of Rushikulya Bahuda basin & Quarter Building of Additional Chief Engineer & Basin Manager of Rushikulya Bahuda basin in Brahmapur Urban area under Ganjam District for the F.Y. 2026-27.** |
| 2 | Bid Identification No. (BIN) | : | **08/GWDBAM/CHHATA/2026-27** |
| 3 | Estimated Cost Put to Bid | : | **Rs. 7.00 lakhs (Without GST)** |
| 4 | Period of Completion | : | **45 (FORTY-FIVE) Days** |
| 5 | Availability of Bid Document on e-Procurement portal | : | From 29/10/2026 To 07/11/2026 |
| | Last Date and Time for Submission of Bids[3] | : | Date :07/11/2026; Time: 17:00 Hrs. |
| 7 | Time and Date of Opening of Bids[4] | : | Date:09/11/2026; Time: 12:00 Hrs. |
| 8 | Place of Opening of Bids | : | Online in the O/o the Hydrologist, GWD Division, Brahmapur |
| 9 | Bid Inviting Officer (BIO) | : | Hydrologist, GWD Division, Brahmapur |
| 10 | Bid Security (EMD) Amount | : | Bid Security/EMD: **Rs. 7,000.00/-** |

1. *Bids shall have to be downloaded from the website: https://tendersodisha.gov.in by the bidders.*
2. *The bidder shall upload the completed bids on the e-procurement portal using their digital signature certificate and user ID, addressed to the Bid Inviting Officer in the manner described under Instruction to Bidders, Section 1 of Bid Documents on or before the stipulated date & time. The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids is declared as a holiday for the Bid Inviting Officer.*
3. *In the event of the specified date of opening of bids being declared a holiday for the Purchaser, the bids shall be opened on the next working day at the same time and venue.*

23/10/26

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GWD Division, Brahmapur

Contractor

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GWD Division Brahmapur

# GOVERNMENT OF ODISHA
# WATER RESOURCES DEPARTMENT
# DIRECTORATE OF GROUND WATER DEVELOPMENT: ODISHA
# Office of the Hydrologist, GWD Division, Brahmapur
# INVITATIONS FOR BIDS (IFB)

**"e" Procurement Notice: 1041/GWDBAM** **Date: 23/10/2026**

**Bid Identification No. 08/GWDBAM/CHHATA/2026-27**

1. The Employer **the Hydrologist, GWD Division, Brahmapur, At-Bhabinarayanpur, Post-Rangeilunda, via-Bhanjavihar, Brahmapur-760007** on behalf of Governor of Odisha invites online **item rate basis tender in single cover system** bids from bidders Class "C" or "D", registered with the State Governments and bidders of equivalent Grade/Class registered with Central Government/ MES /Railways for the construction of works detailed in the table below.

| Sl. No. | Name of the work | Value of the work [Rs.] | Bid Security (Rs.) | Cost of bid document (Rs) | Period of Completion |
|---|---|---|---|---|---|
| 1 | Construction of Roof Top Rainwater Harvesting Structure at Quarter Building of Chief Engineer & Basin Manager of Rushikulya Bahuda basin & Quarter Building of Additional Chief Engineer & Basin Manager of Rushikulya Bahuda basin in Brahmapur Urban area under Ganjam District for the F.Y. 2026-27. | Rs. 700485.98/- (Without GST) | Rs. 7,000.00/- | Rs. 4000.00/- | *45 (FORTY-FIVE) Days* |

2. Critical datelines for this Bid are as follows:

| Particulars | Date & Time |
|---|---|
| Availability of Bid Document on e-Procurement Portal and download on-line | **From Dt. 29/10/2026; 11:00 Hrs. To Dt. 07/11/2026; 17:00 Hrs.** |
| Start date of on-line bid submission | **Date 29/10/2026; Time 11:00 Hrs.** |
| End (Closing) Date of online bid submission | **Date 07/11/2026; Time 17:00 Hrs.** |
| Date of online Bid Opening | **Date 09/11/2026; Time 12:00 Hrs.** |

3. Government of Odisha has mandated online registration of all categories of contractors in CDMS portal (www.cadmsodisha,gov.in) vide O.M. No. 12934 dt.23.08.2018 of Works Department. As per the codal provision vide clause No. 12.4 of Appendix IX (A) of O.P.\W.D. code Vol (Il) all classes of contractors are requested to register themselves in CDMS Portal. Tender Inviting Authority will not accept any tender if contractors shall not register under CDMS portal & their tenders will be rejected.

4. The complete Bid Documents, including all the Information to Bidders (ITB), Bid Data Sheet (BDS), information and documents to be furnished along with the bid, General and Special Conditions of Contract, Contract Data, drawings, specifications, schedule of quantities, terms and conditions of contract, and all other relevant documents relating to the bidding process, shall be made available in the "Latest Active Tenders" section of the e-Procurement website https://tendersodisha.gov.in from **29/10/2026** at **11:00 Hrs**. Interested bidders may download the bid documents during the prescribed period of sale and up to the last date and time fixed for receipt of bids, and may obtain any further information required from the same website.

5. Bids shall be received only "online" on or before **07/11/2026; Time: 17:00 Hrs**. The bidder must possess compatible Digital Signature Certificate (DSC)of Class-II or Class-III.

6. Bids received on-line shall be opened at **12:00 Hours on 09/11/2026** in the office of the Hydrologist, GWD Division, Brahmapur, At-Bhabinarayanpur, Post-Rangeilunda, via-Bhanjavihar, Brahmapur-760007 in the presence of the bidders who wish to attend. Bidders can witness the opening of bids after logging on to the site using their DSC. If the office happens to be closed on the last date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.

7. **Submission of Bid and Supporting Documents**

The bid shall be submitted through the e-Procurement Portal in Single Cover System. The Technical Bid (Cover-I) shall contain scanned copies of the following documents in the designated locations in PDF format;

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- Valid Registration Certificate;
- GST Registration Certificate (GSTIN);
- PAN Card;
- Affidavit regarding authenticity of documents;
- No-Relationship Certificate (N.R.C.);
- Bid Securing Declaration, duly completed;
- EMD/Bid Security and Cost of Bid Document (where applicable);

All other documents required under the relevant provisions of the DTCN and bidding document for establishing eligibility and qualification.

Also, the Financial Bid shall consist of the duly filled-in Intelligent Bill of Quantity (BoQ) in the prescribed Excel format, digitally signed and uploaded through the e-Procurement Portal in accordance with the bidding requirements.

Furnishing scanned legible copy of original Registration certificate, PAN Card, GSTIN & Affidavit along with the Technical Bid is mandatory otherwise his/her bid shall be declared as non-responsive and thus liable for rejection, and the originals of the same to be submitted in the office of the Hydrologist, GWD Division, Brahmapur, At-Bhabinarayanpur, Post-Rangeilunda, via-Bhanjavihar, Brahmapur-760007 on or within three days from the date & time of opening of Bid during office hours on working days.

8. **Earnest Money Deposit (EMD) / Bid Security and Cost of Bid Document**

The bidder shall transfer online the required E.M.D./Bid Security amount specified in Column-04 of the table as part of the bid through the process prescribed in the DTCN vide Works Department Office Memorandum No. 17254/W dated 05.12.2017. Bidders desirous of hiring machineries or equipment from outside the State, or those owning such machineries/equipment but deployed outside the State, shall furnish 2% of the amount put to tender as Bid Security.

The bidder shall also transfer online the Cost of Bid Document (Non-refundable), including applicable GST, as specified in Column-05 of the table, through the same process prescribed in the aforesaid Office Memorandum. The Cost of Bid Document shall be remitted in the manner specified in the ITB/BDS and shall not be refunded under any circumstances.

The Government of Odisha, Works Department, vide Office Memorandum No. WORKS-FA-MISCSB-0003-2026-4909/W dated 12.03.2026, has amended Para-3.5.19(a) & (b) of the Odisha Public Works Department (OPWD) Code, Volume-I, providing that security for the due fulfilment of a contract shall invariably be taken. The security may be furnished in the form of National Savings Certificate (NSC), Post Office Savings Bank Account, Post Office Time Deposit Account, Kisan Vikas Patra (KVP), Bank Guarantee in favour of the Divisional Officer issued by any Nationalized/Scheduled Bank in India and counter-guaranteed by its local Branch, e-Bank Guarantee executed through the National e-Governance Services Limited (NeSL) Digital Document Execution Portal, or Insurance Surety Bond issued by an Insurance Company authorized by the Insurance Regulatory and Development Authority of India (IRDAI). The memorandum further provides that such instruments shall be accepted towards Earnest Money Deposit (EMD), Initial Security Deposit, or any other security deposit from the contractor or supplier, and the amendment shall take effect from the date of issue of the Office Memorandum, i.e. 12.03.2026.

9. **EMD Exemption and SC/ST Preference:**

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

(a) Engineer Contractors desirous of availing exemption from payment of Earnest Money Deposit (EMD) shall submit a scanned copy of an affidavit to that effect in accordance with Works Department Letter No. 6315 dated 16.06.2011, declaring that they have not availed the EMD exemption facility for more than three works during the current financial year. They shall also produce the original Registration Certificate and other supporting documents, as and when required for verification, failing which their bid shall be liable for rejection.

(b) Schedule Caste (SC) and Schedule Tribe (ST) Contractors desirous of availing the benefits of price preference or any other concession as provided under Works Department Resolution No. 16262 dated 30.10.2018 (Item No. 1) and Office Memorandum No. 632/W dated 09.01.2026 shall submit a duly sworn affidavit to that effect along with the bid.

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Such SC/ST Contractors shall also produce the original Registration Certificate indicating their caste status, issued by the competent Registration Authority, and any other documents as may be required for verification. Failure to furnish the requisite documents during verification shall render them ineligible for claiming the applicable benefits or price preference under the relevant Government provisions.

10. The bids for the works shall remain valid for a period of 90 (Ninety) days from the date of opening of technical bid. If any bidder / tenderers withdraw his/her bid or tender before the said period or makes any modification in the terms & condition of the bid, the EMD transferred at the time of submission of tender shall stand forfeited.

11. No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering department of the State Govt. is allowed to work as a contractor for a period of two years after his retirement from Govt. service, without Govt. permission.

12. **ADDITIONAL PERFORMANCE SECURITY (APS) FOR ABNORMALLY LOW BIDS**

Applicability: Additional Performance Security (APS) shall be obtained from the selected bidder where the accepted bid price is lower than the Cost Put to Tender, in accordance with Government of Odisha, Works Department Office Memorandum No. 17941/W dated 08.10.2026 and the applicable codal provisions. These provisions shall apply to all forms of tender except Turnkey Tender.

**Calculation of APS:** The percentage by which the accepted bid price is lower than the Cost Put to Tender shall be calculated and rounded off to determine the Rounding Off of Percentage Less (ROPL). The applicable APS shall be calculated as a percentage of the accepted bid price in accordance with the following provisions:

- Where the ROPL is up to and including 10%, no APS shall be required.
- Where the ROPL is more than 10% but not more than 20%, APS shall be calculated at 0.2% of the accepted bid price for every percentage point of ROPL exceeding 10%.
- Where the ROPL is more than 20% but not more than 30%, APS shall be calculated at 2% of the accepted bid price plus 0.3% of the accepted bid price for every percentage point of ROPL exceeding 20%.
- Where the ROPL is 30% or more, APS shall be calculated at 5% of the accepted bid price plus 0.5% of the accepted bid price for every percentage point of ROPL exceeding 30%.

**Rounding of percentage:** Where the decimal fraction is less than 0.50, the percentage shall be rounded down to the next lower whole percentage. Where the decimal fraction is 0.50 or above, it shall be rounded up to the next higher whole percentage. For example, 13.25% less shall be reckoned as 13% less, whereas 13.50% less shall be reckoned as 14% less.

**Scrutiny of Abnormally Low Bids:** The Departmental Technical Committee shall scrutinize abnormally low bids and recommend the case to the competent authority for approval of APS in accordance with Para 6.3.15 of OPWD Code, Volume-I. The Procuring Entity may seek written clarification and detailed price analysis from the bidder regarding the scope, schedule, resource mobilization, labour deployment, cash flow, risk allocation and past execution credentials. If the bidder fails to demonstrate its capability to execute the work at the quoted price, the bid may be rejected, and the next higher bidder may be considered at their quoted rate. No fixed percentage below the estimated cost shall automatically constitute an abnormally low bid.

- An Abnormally Low Bid (ALB) 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. The Bidder (L1) will be asked for written clarifications, including detailed price analyses of its Bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid document.
- If, after evaluating the price analyses determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Bid/ Proposal (L1) will be rejected and evaluate the next higher bidder (and so on), at his/ their own quoted rate (and not by counteroffering rate of ALB), for award of contract.
- If the price of new L1 bidder (after rejection of original L1 bidder) is considered high, then the price justification may be called from the bidder. If the price justification is not acceptable, then either negotiations or reissue of tender for the identical or similar Services may be considered. In case cartel is suspected action may be taken as per provision of bid.

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• Owner reserves the right to accept or reject any or all Price Bids submitted by Shortlisted Bidders and further reserves the right not to award the Contract to the lowest evaluated Shortlisted Bidder or not at all.

• At this time, the Owner intends to complete the Work. However, due to uncertainties in the industry, this RFP does not obligate Owner to award a Contract or to proceed with the Project.

**Submission of APS:** The successful bidder shall furnish APS in the form of National Savings Certificate (NSC), Post Office Savings Bank Account, Post Office Time Deposit Account, Kisan Vikas Patra or Bank Guarantee issued by a Nationalized/Scheduled Bank in India and counter-guaranteed by its local branch at Brahmapur, in favour of the Hydrologist, Groundwater Directorate Division, Brahmapur, within seven days of issue of the Letter of Acceptance (LOA). Failure to furnish APS within the stipulated period shall render the bid liable to cancellation and the EMD/Bid Security to forfeiture, with blacklisting proceedings initiated as per applicable rules. Further, proceeding for blacklisting shall be initiated against the bidder.If the rate quoted by any S.C./S.T. category contractors comes to the rate quoted by the L1 bidder (decimal up to two nos, will be taken for all practical purposes) after availing 10% price preference as per Para-ll of Works Department Resolution No. 27748 dt.11.10.1977, the tender shall be finalized by the tender accepting authority through a transparent lottery system along with other categories of contractors.

**Part of Performance Security and Refund:** APS shall form part of the Performance Security and shall be refunded within seven days of issuance of the Completion Certificate/Provisional Completion Certificate upon successful completion of the work, in accordance with Works Department O.M. No. 2375/W dated 03.03.2022.

**Price Preference and Tie:** Where the bid rate of an SC/ST category contractor equals the L1 rate after applying the applicable 10% price preference, calculated up to two decimal places, the tender shall be finalized through a transparent lottery by the Tender Accepting Authority, in accordance with the applicable Government provisions.

**Rejection and Further Action:** Where the price justification of the next lowest bidder is unacceptable, the competent authority may consider negotiations or retendering, as permissible under applicable rules. The Department reserves the right to accept or reject any or all bids and to decide whether to award the contract, in accordance with the tender conditions and applicable rules.

**Applicability to tenders:** These provisions shall apply to all forms of tender except Turnkey Tender, as specified in the above Office Memorandum.

**Transitional Provision:** For tenders floated before 08.10.2026, APS shall be calculated under the earlier provisions specified in paragraph 12 of O.M. No. 17941/W dated 08.10.2026. All matters shall be governed by the applicable provisions of the OPWD Code and subsequent Government amendments/instructions.If the rate quoted by any S.C./S.T. category contractors comes to the rate quoted by the L1 bidder (decimal up to two nos, will be taken for all practical purposes) after availing 10% price preference as per Para-ll of Works Department Resolution No. 27748 dt.11.10.1977, the tender shall be finalized by the tender accepting authority through a transparent lottery system along with other categories of contractors.

**Overriding effect:** The above provisions shall be read in conjunction with the applicable provisions of the OPWD Code and subsequent amendments/instructions issued by the Government of Odisha from time to time.

13. If more than one bid is quoted (decimal up to two numbers will be taken for all practical purposes), either at the estimated cost put to tender or less than the estimated cost put to tender, the tender accepting Authority will finalize the tender through a transparent lottery system, where all the concerned bidders/their authorized representatives, the concerned SE/Divisional Officer, and Divisional Accounts Officer (DAO) will remain present. If the scheduled date either for opening of tender or lottery for finalization of tender is declared as a Govt. holiday, then the same will be conducted in the next working day.

14. If L1 bidder does not tum 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 as per codal provision in Annexure-11of Amendment to Para-3.5.14 Note-I of OPWD Code Vol.-1. In case a contractor is black listed, it will be widely published and intimated to all departments of Govt. and also to Govt. of India agencies working in the State.

15. After evaluation of the documents contained in Cover-I (Technical bid), further process of award of work will initiate.

16. The contractor shall quote the rate for each individual BOQ item separately in the prescribed BOQ format both in

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figures and words wherever applicable. The quoted item rates shall include all taxes, royalties, labour charges, carriage, GST, tools & plants, overheads, contractor's profit and all incidental charges required for complete execution of the item as per specification and direction mentioned in Bid Documents. No escalation or extra claim shall be entertained on any account unless otherwise specifically provided in the contract.

17. In case of Item Rate Tender, the bidder shall quote rates for all items of the BOQ individually. The total evaluated bid amount shall be calculated on the basis of the quoted item rates and BOQ quantities. The bidder whose evaluated total bid amount is found to be the lowest shall be declared as the L1 bidder.

18. In the event of any discrepancy between rates quoted in figures and words, the rates quoted in words shall prevail and shall be considered for evaluation. If the contractor fails to quote rate for any item, the bid may be treated as non-responsive and liable for rejection.

19. The rates quoted by the contractor shall remain firm throughout the contract period unless otherwise provided in the agreement conditions.

20. A bidder can submit only one tender paper for a particular work, Submission of more than one tender paper by a bidder for a particular tender will liable for rejection of all such tender papers as per Works Department Letter No.: 4985/W, dated 28.03.2007.

21. The bidder may be asked in writing/online (in their registered e-mail ids) to clarify on the uploaded documents provided in the Bid, if necessary, with respect to any doubts or illegible documents. The authority inviting bid may reserve the right to accept any additional document.

22. The successful bidder shall submit the original documents, wherever required for verification, to the office of the Hydrologist, Ground Water Development Division, Brahmapur, At: Bhabinarayanpur, Post: Rangeilunda, Via: Bhanjavihar, Brahmapur – 760007, within three (3) days from the date and time of opening of the bid during office hours on working days. Failure to upload or submit any of the prescribed documents or to comply with the above requirements shall render the bid non-responsive and liable for rejection.

23. **Goods and Services Tax (GST):** The rates quoted by the bidders shall be exclusive of GST. GST, as applicable from time to time, shall be paid extra in accordance with the provisions of the Odisha Goods and Services Tax Act, 2017, including Section 15 and Section 142(11)(c), or any amendments thereto.

24. **Payment Terms:** Payment for the work shall be made only through a "First & Final Bill" after satisfactory completion of the entire work in all respects and recording of final measurements by the Engineer-in-Charge. No Running Account (R.A.) Bill, part payment, advance payment, or interim claim of any nature shall be entertained under this contract.

    The final payment shall be released only after due verification, measurement, inspection, and certification by the Engineer-in-Charge or authorized departmental officers and approval by the competent authority as per the applicable codal provisions. The Department reserves the right to verify the quality and quantity of the executed work and to withhold payment in respect of any defective, incomplete, substandard, or non-conforming work until the same is satisfactorily rectified.

25. **Recovery of Royalty:** Royalty on materials utilized in the execution of the work shall be recovered from the contractor's bill at the rates prescribed by the Government and as amended from time to time during the period of execution of the work.

26. Joint Ventures are not allowed.

27. The bidding documents contain all other details, can be seen in the bidding documents, which is available in website www.tendersodisha.gov.in.

28. Any addendum/corrigendum/cancellation of tender will be published in the Government Website www.tendersodisha.gov.in.

29. All correspondences & information if any required will be sent to the bidders in their provided e-Mail address.

30. Authority reserves the right to reject any or all the tenders without assigning any reasons thereof.

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# INVITATION FOR BID
# (IFB)

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# SECTION – 1
# INSTRUCTION TO BIDDERS (ITB)
# &
# BID DATA SHEET (BDS)

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## A. GENERAL

### 1. Scope of Bid

1.1 In connection with the Invitation for Bids indicated in the Bid Data Sheet (**BDS**)[5], the Employer, as indicated in the **BDS**, issues these Bidding Documents for the procurement of works as specified in the **BDS**. The name, identification, and number of lots (contracts) of the National Competitive Bidding (NCB) are provided in the **BDS.** The successful bidder will be expected to complete the works by the intended date specified in the Contract Data.

1.2 Throughout these bidding documents:

a. The terms 'in writing' means communicated in written form and delivered against receipt;
b. Except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
c. "day' means calendar day.

### 2. Source of Funds

2.1 The expenditure on this project will be met from the funds as indicated in **BDS**.

### 3. Eligible Bidders

3.1 A Bidder may be a natural person, private entity or legally and financial autonomous Government owned enterprises.

3.2 This Invitation for Bids is open to all bidders registered with the Government of Odisha or other State Government/Government of India/MES/Railways/Public Sector Undertakings for execution of Civil works in general. Contractors 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 of Odisha before award of the work as per prevalent registering norms of the State.

3.3 **All Bidders are required to register in the e-procurement portal**. The 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)/GSTIN of the concerned bidder. The time period of validity in the portal is at par with validity of RC/GST Clearance. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication, the bidder can participate in the online bidding process.

3.4 Joint Ventures are not allowed for this bid.
A bidder shall not have conflict of interest. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if: They have controlling partner in common; or
They receive or have received any direct or indirect subsidy from any of them; or BDS has been provided in Part G of this section, i.e. Section-1 of the bidding document:

a. They have the same legal representative for purpose of this bid; or
b. they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
c. a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties involved.
d. However, this does not limit the inclusion of the same sub-contractor in more than one bid; or
e. a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
f. a Bidder, or any of its affiliates has been hired (or it's proposed to be hired) by the Employer as Engineer for the contract.

3.5 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices in accordance with ITB cl. 37.

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## *4. Qualification of the Bidder*

4.1 All bidders shall provide in Section2, Qualification in format I on and other forms, as mentioned.

4.2 There is no prequalification requirement for participation in the bid. However, the bidder shall have to fulfill all the requirements mentioned in this document under various sections.

4.3 **Evaluation Requirements:** All bidders shall include the following in forms and documents with their bids in Section2:

a. Copies of documents defining the constitution or legal status, place of registration, and principal place of business, original written **power of attorney** of the signatory of the Bid to commit the Bidder;

b. Reports on the financial standing of the Bidder, such as turnover statements as per IT return and profit and loss statements duly certified by the C.A. for the last five years;

c. Total monetary value of Civil Engineering construction works as mentioned in **BDS** performed during last five years, duly certified by C.A;

d. Experience in works of a similar nature and size for each of the last five years, and details of works under way or contractually committed and clients who may be contacted for further information on those contracts;

e. Evidence of adequacy of working capital for this contract: Liquid assets and/or availability of credit facilities of not less than the amount indicated in the **BDS** Credit lines /letter of Credit/Certificate from banks for meeting the fund requirements etc.);

f. Authority to seek references from the Bidder's bankers;

g. Information regarding any litigation or arbitration resulting from contracts executed by the bidder in the last five years or currently under execution. The information shall include the names of the parties concerned, the disputed amount, cause of litigation, and matter in dispute;

h. The methodology of construction, details of quarries, Environmental Management Plan, proposed Work Program, and Planned Value[6] statement for the contract period supported with equipment planning and deployment, duly supported with calculations, drawings and charts, and justifying their capability of execution and completion of the work within the stipulated period of completion as per milestones as mentioned in the Contract data.

4.4 Bids from Joint ventures[7]are not acceptable.

4.5 *A. To qualify for award of the contract, each bidder must have in its name:*

a. Achieved, in any ONE financial year, in all classes of engineering works only, a minimum annual turnover[8] of amount indicated in the **BDS**, in the last five years (as per **BDS**).

b. participated and satisfactorily completed, as a prime contractor or as a nominated subcontractor, at least one similar work of value not less than the amount indicated in **BDS**,

c. Executed in any one year, the minimum quantities of the items of work as indicated in the **BDS**[9], (approx. 60% of Bid value).

d. Valid license for executing the proprietary works/specialized job works and should have executed similar works for a minimum amount as indicated in **BDS** in any one year of last five years.

***A.*** *To qualify for award of the Contract, each bidder should further demonstrate:*

a. Availability (either owned or leased or by procurement against mobilization advances) of the key and critical equipment for this work as indicated in Serial no. 12 of Qualification Information of Section 2.

b. Availability of key personnel with adequate experience as indicated in Serial no. 13 of Qualification Information of Section 2.

B. *To qualify for a package of contracts made up of this and other contracts for which bids are invited in the IFB*, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts

a. Sub-contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria for normal works. However, sub-contractors' experience and resources shall be required to be submitted by the bidder in Serial no. 9 of Qualification Information of Section 2, if the bidder wishes to propose sub-contracting for proprietary works/specialized job works.

b. Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated asunder:

***Assessed Available Bid capacity=(A*N*2-B)***

**Where,**

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A = Maximum value of civil engineering works executed in any **one year** during the **last five years** (updated to bid invitation year price level) taking into account the completed as well as works in progress.

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

less than one-year N may be taken as 1.

B=Value, at the current price level, of existing commitments and on-going works to be completed during the period of completion of the works for which bids are invited[10].

c. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

−Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

−Record of poor performance such as abandoning the works, not properly completing the contract due to Contractor's failure, litigation history, or financial failures etc.; and/or

−Participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not f furnish rational justification to the employer.

### *5. One Bid per Bidder*

5.1 Each bidder shall submit only one bid for one package. The system shall consider only the last bid submitted through the e-procurement portal.

### *6. Cost of Bidding*

6.1 The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

6.2 Cost of Bid document (Non-refundable) as specified in the **BDS** is to be furnished /submitted by the bidder along with the bid.

### *7. Site visit*

7.1 The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the Work. The costs of visiting the Site shall be at the Bidder's own expense.

## B. BIDDING DOCUMENTS

### *8. Content of Bidding Documents*

8.1 The set of bidding documents comprises the documents listed below and corrigenda/addenda issued in accordance with Clause10.

| Section | Particulars |
|---|---|
| | Invitation for Bids (IFB) |
| 1 | Instructions to Bidders (ITB) & Bid Data Sheet (**BDS**) |
| 2 | Information and Documents to be submitted along with the Bid |
| 3 | Conditions of Contract |
| 4 | Contract Data |
| 5 | Technical Specifications |
| 6 | Drawings |
| 7 | Bill of Quantities |
| 8 | Securities & Other Forms |

8.2 The Bidder is required to login to the e-procurement portal and download the above listed documents from the website mentioned in **BDS**. He shall save it in his system and undertake the necessary preparatory work off-line and upload the completed bid at his convenience before the closing date and time of submission.

### *9. Clarification on Bidding Documents &Pre-Bid Meeting –Deleted*

### *10. Amendment to Bidding Documents*

10.1 Before the start date for bid submission of bids, the Employer may modify the bidding documents by issuing corrigenda and addenda in the e-procurement portal for this bid.

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10.2 Any corrigendum or addendum thus issued shall be part of the bidding documents. The corrigenda and addenda shall be published in the website http://tendersodisha.gov.in.

10.3 To give reasonable time to the prospective bidders to take a corrigendum/addendum into account in preparing their bids, the Employer shall extend as necessary the date for submission of bids, in accordance with Sub-Clause19.2.

## C. PREPARATION OF BIDS

### *11. Language of the Bid*

11.1 All documents relating to the bid shall be in the English language.

### *12. Documents comprising the Bid*

12.1 The bid to be submitted by the bidder online (refer Clause 8.1) shall be in two separate parts:

**a)** **TECHNICAL BID** shall comprise all information and documents specified in Section 2.

**b)** **FINANCIAL BID** shall comprise Priced Bill of Quantities for items specified in Section 7.

12.2 All other documents stated in Clause 8.1 will be deemed to be part of the bid though not required to be submitted online in the bid.

12.3 A Bidder shall submit only one bid for this contract. In the event of same bidder submitting more than one bid for the above contract, all bids submitted by the bidder shall be rejected.

### *13. Bid Price*

13.1 The Bidder shall bid for the whole work as described in the Bill of Quantities.

13.2 In this case of percentage tender, the bidder will only fill in the designated cell and activate "less" or "excess" to indicate how much his price is excess or less than the estimated amount. The Bidder shall check the following prior to uploading his Bill of Quantities (BOQ):

a) Filling of percentage up to two decimal places only.

b) The bidder shall check the quoted percentage with that of amount displayed in the BOQ sheet which shall be considered for evaluation of Financial Bid.

c) All duties, taxes, and other levies payable by the Bidder under the contract, or for any other cause shall be included in the rates, prices and total Bid Price be submitted by the Bidder.

13.3 In case of Item Rate tender, the bidder shall quote rates for each BOQ item separately in the prescribed BOQ format through the e-Procurement portal. The quoted rates shall be inclusive of all labour, materials, royalties, carriage, GST, tools & plants, overheads, contractor's profit and all incidental charges required for proper execution of the work.

a) In item rate tender, percentage excess or less over the estimated cost shall not be considered. Evaluation shall be based on the item-wise rates quoted by the bidder for each BOQ item and the total evaluated bid amount derived therefrom.

b) In case of discrepancy between rates quoted in figures and words, the rates quoted in words shall prevail. If the bidder fails to quote rates for any item, the bid may be treated as non-responsive and liable for rejection.

c) The department reserves the right to reject bids having unbalanced, unrealistic or front-loaded item rates which may adversely affect quality, execution or financial stability of the contract.

d) If the quoted bid amount appears abnormally low in comparison to the estimated cost or prevailing market rates, the bidder may be required to furnish detailed rate analysis, source of materials, machinery deployment and execution methodology. Failure to satisfactorily justify the quoted rates may result in rejection of the bid.

e) If the quoted bid amount is less than the estimated cost put to tender, the successful bidder shall furnish Additional Performance Security (APS) as per prevailing Government instructions/orders.

f) If disproportionately high rates are quoted for certain items with the intention of obtaining undue financial advantage during execution, such bid shall be treated as materially unbalanced and may be rejected by the competent authority.

13.4 The quantities shown in the BOQ are approximate and may vary during execution. Payment shall be made on actual measured quantities executed at accepted item rates. Payment shall be made only after satisfactory execution, verification, measurement and certification of the work by the Engineer-in-Charge as per codal provisions and agreement conditions.

13.5 The rates and prices quoted by the Bidder are subject to adjustment during the performance of the Contract if provided in the **BDS** in accordance with the provisions of Clause 47 of the Conditions of Contract. The base date shall be considered as the date stipulated last date of bid submission.

13.6 Conditional tenders shall be liable for rejection. The bidder shall not impose any condition contrary to the tender provisions or BOQ structure.

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13.7 The authority reserves the right to reject any or all tenders without assigning any reason thereof if the rates are found unrealistic, non-competitive, impractical or against public interest.

13.8 The contractor shall execute the work strictly as per approved specification, drawings and directions of the Engineer-in-Charge and shall maintain required quality standards throughout execution.

13.9 The contractor shall remain responsible for rectification of defects observed during the defect liability period as specified in the agreement.

### *14. Currencies of Bid and Payment*

14.1 The currency of bid and payment shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.

### *15. Bid Validity*

15.1 Bids shall remain valid for a period not less than period stated in the **BDS** after the last date forbid submission specified in Clause 19. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the participating bidders may extend the period of bid validity for a specified additional period. The request and the bidders' responses shall be made in writing or by e-mail. A bidder may agree to or reject the request.

15.3 A bidder who has agreed to the Employer's request for extension of bid validity, in no case, shall be permitted to modify his bid.

### *16. Bid Security (EMD)*

16.1 The Bidder shall furnish, as part of his Bid, a Bid security (EMD) for the amount as shown in the IFB for this particular work, in favor of the person named in the IFB/**BDS**, and in one of the following forms.

a. Receipt in Challan of cash deposit in the Government Treasury in India.

b. Deposit-at-call Receipt from any scheduled Indian Bank (Or) a foreign Bank located in India and approved by the Reserve Bank of India.

c. Indian Post Office/National Savings Certificate duly endorsed by the competent postal authority in India.

d. Bank Guarantee from any scheduled Indian Bank, in the format given in Section 8.

e. Fixed Deposit Receipt, letter of credit, issued by any Scheduled Indian Bank (or) a foreign Bank approved by the Reserve Bank of India.

f. Through online mode in the e-procurement portal "www.tendersodisha.gov.in".

16.2 Bidders exempted from payment of Bid Security will be able to participate in the bid directly by uploading documentary evidences towards his eligibility. Presently the Tenderer may not furnish bid security/EMD & instead furnish the bid security exemption form duly filled in as part of govt. directives.

16.3 Bank guarantees (and other instruments having fixed validity) issued as surety for the bid shall be validfor28 days beyond the validity of the bid.

16.4 The bidder shall scan all the written/printed pages of the bid security and upload 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. The original bid security instrument (hard copy) shall be submitted by the bidder in the office of the Employer/ Bid Inviting Officer within the last date of bid submission.

16.5 The Bid Inviting Officer will verify the original documents of all the uploaded scanned documents of the successful lowest bidder only within 5 days of opening of the bid. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, his/her bid shall not be evaluated, and the bidder shall be debarred in future from participating in all bids in the State for 3 years and will be recommended for blacklisting by the competent authority as per codal provision in Annexure-II of Amendment to Para-3.5.14 Note-1 of OPWD Code Vol.-1.

16.6 The Bid Security may be forfeited

a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity including extended period of validity; or

b) if the Bidder, in the event of being the successful Bidder, fails within the specified time limit to sign the Agreement, furnish the required Performance Security, or

c) Deposit the required license fees with State Government to register itself as a Special/Super Class contractor with Government of Odisha within 15 (fifteen) days of issue of Letter of Acceptance of Bid.

16.7 The bid security of unsuccessful bidders shall be returned as promptly as possible upon the successful bidder's furnishing of the performance security pursuant to Clause34.

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16.8 The Bid Security of the successful bidder will be discharged when the bidder has furnished the required Performance Security and sign the Contract Agreement.

16.9 Combined bid security form more than one work is not acceptable.

### *17. Alternative Proposals by Bidders*

17.1 Conditional offers or alternative offers mentioned anywhere shall not be considered in the process of bid evaluation.

### *18. Format &Signing of Bid*

18.1 **Preparation of the Document**

a. The bidder shall carefully go through the bid and prepare the required documents. The bid shall have a Technical Bid & a Financial Bid. The Technical Bid consists of cost of Bid documents, Bid Security, power of attorney to sign the bid, the affidavit regarding correctness of bid information, List of similar nature of works, work in hand, list of machineries & personnel, and any other information required under Section-2.
b. The Financial Bid shall consist of the Bill of Quantities (BOQ) and any other price related information/ undertaking including rebates required under Section-7.
c. Bidders are to submit only the BoQ (in .xls format) uploaded by Bid Inviting Officer after entering the relevant fields without any alteration/deletion/modification. In case of item rate bid, bidders shall fill in their rates other than zero value in the specified cells without keeping it blank. In the percentage rate bid the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to bid.
d. Multiple BoQ submission by any bidder shall lead to cancellation of his bid.
e. 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. The Bidder should ensure clarity/legibility of the document uploaded by him to the portal.
f. The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BOQ) published by the Bid Inviting officer. **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 bid** and type percentage excess or less upto two decimal place only in case of percentage rate bid.
g. The bidder shall log on to the portal with his/her DSC and move to the desired bid for uploading the documents in appropriate place one by one simultaneously checking the documents.
h. The Bid Inviting Officer shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
i. The Bidder is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantity duly filled in. It is not necessary for the part of the Bidder to upload the drawings and the other Bid documents (after signing) while uploading his bid. It is assumed that the bidder has referred all the drawings and documents uploaded by the Bid Inviting Officer.

18.2 **Signing of Bid**

The bidder shall digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/authenticity as per the provisions of the ITACT2000.

## D. SUBMISSION OF BIDS

### *19. Date for Submission of the Bids*

19.1 Bid shall be received only ONLINE on or before the date and time as notified in **BDS**.

19.2 The Employer may extend the date for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original date will then be subject to the new date of submission.

### *20. Time line for Submission of Bids*

20.1 The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time).
20.2 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 Bid Inviting Officer.

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20.3 All bid uploaded by the Bidder to the portal will be encrypted. The encrypted Bid can only be decrypted/opened by the authorized persons on or after the due date and time.

20.4 Once submitted, the bids can't 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.

### *21. Late Bids*

21.1 The Bidder will not be able to submit his bid after expiry of the last/end date and time of submission of bid.

### *22. Modification, Resubmission and Withdrawal of Bids*

22.1 Resubmission of bid by the bidders for any number of times before the last date and time of submission is allowed. Resubmission of bid shall require uploading of all documents including price bid afresh.

22.2 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.

22.3 The Bidder can withdraw his/her bid before the date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Bid Inviting Officer citing reasons for withdrawal. The system shall not allow any withdrawal after the date and time of submission.

## E. BID OPENING AND EVALUATION

### *23. Bid Opening*

23.1 Bids cannot be opened before the specified date & time, even by the Bid Inviting Officer or the Procurement Officer or the Publisher.

23.2 Bid opening date and time is specified during bid creation or can be extended through corrigendum.

23.3 Opening of bids shall be carried out in the same order as it is occurring in invitation of bids or as in order of receipt of bids in the portal.

23.4 All Bid Opening Officers shall log-on to the portal to decrypt the bid submitted by the bidders. The bidders & guest users can view the summary of opening of bids from any system. Bidders may not be present during the bid opening at the opening location if they so desire.

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

23.6 In case of all the bids being non-responsive, the Bid Inviting Officer shall complete the e-Procurement process by uploading the official letter for cancellation/re-bid.

### *24. Confidentiality*

24.1 Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award has been announced in favor of the successful bidder.

24.2 Any effort by a Bidder to influence the Employer during processing of bids, evaluation, bid comparison or award decisions shall be treated as Corrupt & Fraudulent Practices, mentioned under Clause 37 and may result in the rejection of the Bidders' bid.

### *25. Clarification of Financial Bids*

25.1 To assist in the examination, evaluation, and comparison of bids, and qualification of the bidders; the Employer may ask the bidder for required clarification on the information submitted with the bid. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

25.2 Subject to clause 24, no Bidder shall contact the Employer on any matter relating to the submitted bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it shall do so in writing.

### *26. Examination of Bids, and Determination of Responsiveness*

26.1 During the detailed evaluation of "Technical Bid", the Employer will determine whether each Bid

a. Meets the eligibility criteria defined in Clause3 of ITB;

b. Meets the qualification criteria in accordance with the provision of Clause 4 of ITB; and

c. is accompanied by the required bid cost, bid security and bid securing declaration form and the required documents mentioned under Section 2.

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26.2 A substantially responsive bid is one which conforms to all the terms, conditions, and requirements of the bidding documents, without material deviation or reservation. A material deviation or reservation is one

a. Which affects in any substantial way the scope, quality, or performance of the Works;

b. Which limits in any substantial way, in consistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or

c. Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

26.3 If a Bid is not substantially responsive, it may be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming material deviation or reservation.

26.4 Non submission of legible documents may render the bid non-responsive.

### *27. Correction of Errors*

27.1 There shall be no arithmetical correction due to e-procurement processes.

### *28. Conversion to Single Currency*

28.1 The bidder shall quote the prices in INR only.

### *29. Evaluations and Comparison of Substantially Responsive Bids*

29.1 All the opened bids shall be downloaded and printed for taking up evaluation. The Employer will evaluate and compare the Financial Bids and arrange the Financial Bids in order of their value for subsequent evaluation.

29.2 The bidder may be asked in writing/e-mail to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. The Bid Inviting Officer may ask for any other document of historical nature during technical evaluation of the bid; provided, in all such cases, furnishing of any document in no way alters the Bidder's price bid. The bidder shall respond within seven days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.

29.3 The Technical evaluation of all the bids shall be carried out as per information furnished by Bidders. The Bid Inviting Officer will evaluate bid and finalize list of responsive bidders.

29.4 The Financial Bids of the technically responsive bidders shall be opened on the due date and time of opening. The Bid Inviting Officer shall log on to the system in sequence and open the Financial Bid. At the time of opening of "Financial Bid", bidders, whose Technical Bids were found responsive, may choose to remain present.

29.5 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 anywhere.

29.6 The estimated effect of the price adjustment conditions under Clause 47 of the Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid Evaluation.

29.7 If the Bid of the successful Bidder is seriously unbalanced in the opinion of the Employer in relation to the Employer's estimate for the work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, and/or to demonstrate the internal consistency of these prices with the construction methods and schedule proposed. The bidder shall respond in not more than 7(seven) days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.

After evaluation of the price analysis, the Employer may require that the amount of the performance security set forth in Clause 34 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

### *30. Negotiation of Bids*

30.1 For examination, evaluation, and comparison of bids, the Bid Inviting Officer may, at his discretion, ask the lowest bidder for clarification of his rates including reduction of rate through negotiation and breakdown of unit rates.

## F. AWARD OF CONTRACT

### *31. Award Criteria*

31.1 Subject to Clause 32, the Employer will award the Contract to the Bidder whose bid has been determined to be substantially responsive and who has offered the lowest evaluated bid price.

31.2 In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, or submit the performance security and sign the contract agreement document, the Bidder shall be debarred in future from participating in all the Bids for 3(three) years and will be recommended for blacklisting by the competent authority as per codal provision in Annexure-II of Amendment to Para-3.5.14 Note-1 of OPWD Code Vol.-1. In such a situation, the next successful bidder will be required to produce his original documents for consideration of his bid at the negotiated rate equal to lowest bidder. Otherwise, the tender will be cancelled.

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31.3 In no case, the contract shall be awarded to any bidder, whose available bid capacity is less than the evaluated bid price, even if the said bid is the lowest evaluated bid. The bid shall be deemed to be rejected and the contract will, in such case, be awarded to the next lowest bidder at his evaluated bid price.

### *32. Employer's Right to accept any Bid and to Reject any or all Bids*

32.1 Notwithstanding Clause 31, the Employer reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bids at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

### *33. Notification of Award and Signing of Contract Agreement*

33.1 The Bidder, whose Bid has been accepted, shall be notified of award by the Employer prior to expiration of the Bid validity period by facsimile or e-mail confirmed by letter sent through post. This letter (herein after and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Bidder in consideration of the execution, completion and remedying defects of the Works by the Contractor as prescribed by the Contract (herein after and in the Contract called the "Contract Price").

33.2 The notification of award will constitute the formation of the Contract, subject to only furnishing of a performance security in accordance with the provisions of Clause 34, within 28 days of issue of letter of acceptance, and a detail work program showing the general methods, arrangements, or der and timing for all the activities in the Works along with quarterly planned value statement and milestone wise detail work programme, in accordance with the provisions of clause 4.3(i).

33.3 The Contract Agreement will incorporate all provision of contract between the Employer and the successful Bidder. It will be signed by the Employer and kept ready for signature of the successful bidder in the office of the Employer within 28 days following the issue of the "Letter of Acceptance. (LoA)"

33.4 Upon the furnishing of performance security by the successful Bidder, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

### *34. Performance Security*

**34.1 Additional Performance Security (APS) & Abnormally Low Bid – Tender Condition**

**Applicability:** Additional Performance Security (APS) shall be obtained from the selected bidder where the accepted bid price is lower than the Cost Put to Tender, in accordance with Government of Odisha, Works Department Office Memorandum No. 17941/W dated 08.10.2026 and the applicable codal provisions. These provisions shall apply to all forms of tender except Turnkey Tender.

**Calculation of APS:** The percentage by which the accepted bid price is lower than the Cost Put to Tender shall be calculated and rounded off to determine the Rounding Off of Percentage Less (ROPL). The applicable APS shall be calculated as a percentage of the accepted bid price in accordance with the following provisions:

- Where the ROPL is up to and including 10%, no APS shall be required.
- Where the ROPL is more than 10% but not more than 20%, APS shall be calculated at 0.2% of the accepted bid price for every percentage point of ROPL exceeding 10%.
- Where the ROPL is more than 20% but not more than 30%, APS shall be calculated at 2% of the accepted bid price plus 0.3% of the accepted bid price for every percentage point of ROPL exceeding 20%.
- Where the ROPL is 30% or more, APS shall be calculated at 5% of the accepted bid price plus 0.5% of the accepted bid price for every percentage point of ROPL exceeding 30%.

**Rounding of percentage:** Where the decimal fraction is less than 0.50, the percentage shall be rounded down to the next lower whole percentage. Where the decimal fraction is 0.50 or above, it shall be rounded up to the next higher whole percentage. For example, 13.25% less shall be reckoned as 13% less, whereas 13.50% less shall be reckoned as 14% less.

**Scrutiny of Abnormally Low Bids:** The Departmental Technical Committee shall scrutinize abnormally low bids and it's justification given by the bidder, and recommend the case to the competent authority for approval of APS in accordance with Para 6.3.15 of OPWD Code, Volume-I. The Procuring Entity may seek written clarification and detailed price analysis from the bidder regarding the scope, schedule, resource mobilization, labour deployment, cash flow, risk allocation and past execution credentials. If the bidder fails to demonstrate its capability to execute the work at the quoted price, the bid may be rejected, and the next higher bidder may be considered at their quoted rate. No fixed percentage below the estimated cost shall automatically constitute an abnormally low bid.

**Submission of APS:** The successful bidder shall furnish APS in the form of National Savings Certificate (NSC), Post Office Savings Bank Account, Post Office Time Deposit Account, Kisan Vikas Patra or Bank Guarantee issued by a Nationalized/Scheduled Bank in India and counter-guaranteed by its local branch at Brahmapur, in favour of the Hydrologist, Groundwater Directorate Division, Brahmapur, within seven days of issue of the Letter of Acceptance (LOA). Failure to furnish APS within the stipulated period shall render the bid liable to cancellation and the EMD/Bid Security to forfeiture, with blacklisting proceedings initiated as per applicable rules. Further, proceeding for blacklisting

shall be initiated against the bidder.If the rate quoted by any S.C./S.T. category contractors comes to the rate quoted by the L1 bidder (decimal up to two nos, will be taken for all practical purposes) after availing 10% price preference as per Para-ll of Works Department Resolution No. 27748 dt.11.10.1977, the tender shall be finalized by the tender accepting authority through a transparent lottery system along with other categories of contractors.

**Part of Performance Security and Refund:** APS shall form part of the Performance Security and shall be refunded within seven days of issuance of the Completion Certificate/Provisional Completion Certificate upon successful completion of the work, in accordance with Works Department O.M. No. 2375/W dated 03.03.2022.

Price Preference and Tie: Where the bid rate of an SC/ST category contractor equals the L1 rate after applying the applicable 10% price preference, calculated up to two decimal places, the tender shall be finalized through a transparent lottery by the Tender Accepting Authority, in accordance with the applicable Government provisions.

**Rejection and Further Action:** Where the price justification of the next lowest bidder is unacceptable, the competent authority may consider negotiations or retendering, as permissible under applicable rules. The Department reserves the right to accept or reject any or all bids and to decide whether to award the contract, in accordance with the tender conditions and applicable rules.

**Transitional Provision:** For tenders floated before 08.10.2026, APS shall be calculated under the earlier provisions specified in paragraph 12 of O.M. No. 17941/W dated 08.10.2026. All matters shall be governed by the applicable provisions of the OPWD Code and subsequent Government amendments/instructions. If the rate quoted by any S.C./S.T. category contractors comes to the rate quoted by the L1 bidder (decimal up to two nos, will be taken for all practical purposes) after availing 10% price preference as per Para-II of Works Department Resolution No. 27748 dt.11.10.1977, the tender shall be finalized by the tender accepting authority through a transparent lottery system along with other categories of contractors.

**Overriding effect:** The above provisions shall be read in conjunction with the applicable provisions of the OPWD Code and subsequent amendments/instructions issued by the Government of Odisha from time to time.

**34.2 Provision of Abnormally Low Bids/price:**

- An Abnormally Low Bid (ALB) 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. The Bidder (L1) will be asked for written clarifications, including detailed price analyses of its Bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid document.
- If, after evaluating the price analyses determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Bid/ Proposal (L1) will be rejected and evaluate the next higher bidder (and so on), at his/ their own quoted rate (and not by counteroffering rate of ALB), for award of contract.
- If the price of new L1 bidder (after rejection of original L1 bidder) is considered high, then the price justification may be called from the bidder. If the price justification is not acceptable, then either negotiations or reissue of tender for the identical or similar Services may be considered. In case cartel is suspected action may be taken as per provision of RFP.
- If the subject tender is cancelled due to Abnormal Low Bids/price offered by the bidder (s), the bidder(s) offering Low price shall be barred to apply in the Fresh or retendering/reissue of the subject tender on account of cancellation.
- Owner reserves the right to accept or reject any or all Price Bids submitted by Shortlisted Bidders and further reserves the right not to award the Contract to the lowest evaluated Shortlisted Bidder or not at all.
- At this time, the Owner intends to complete the Work. However, due to uncertainties in the industry, this RFP does not obligate Owner to award a Contract or to proceed with the Project.

### *35. Advance Payment and Security*

35.1 The Employer will not provide any Advance Payment on the Contract Price as stipulated in the Conditions of Contract.

### *36. Dispute Resolution*

36.1 Any dispute arising out of the contract shall be resolved through the provisions of Arbitration & Conciliation Act,1996.

### *37. Corrupt or Fraudulent Practices*

37.1 It is required that the bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, it is defined, for the purposes of this provision, the terms set forth below as follows:

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a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

b. Fraudulent practice "means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Government of the benefits and open competition.

c. Collusive practice "is an arrangement between two or more parties[12]designed to achieve an improper purpose, including to influence improperly the actions of another party;

d. "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party o the property of the party to influence improperly the actions of a party[13]

**38.** The Employer will reject a proposal for evaluation, and/or award if it determines that the Bidder recommended for award has engaged in any of the corrupt or practices in competing for the contract in question and will declare the firm ineligible, either in definitely or for a stated period of time, to be awarded a contract, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

Furthermore, Bidders may be aware of the provision stated in clause 63 of the Conditions of Contract.

***39. Grievance Reprisal Procedure/ Complaint Procedure***

39.1 The bidder has the right to submit a written and signed complaint at any stage in the procurement. The complaint will be addressed to the officer who has invited the bids.

39.2 The Bid Inviting Officer shall, within 5 working days of receipt of the complaint, acknowledge the receipt in writing to the complainant indicating that it has been received and the response will be sent in due course after detailed examination.

39.3 The Bid Inviting Officer shall convey the final decision to the complainant on the complaint received within a reasonable time.

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## F. Award of Contract

**ITB 34.1&2**

**Additional Performance Security (APS) & Abnormally Low Bid –Tender Condition**

**Applicability:** Additional Performance Security (APS) shall be obtained from the selected bidder where the accepted bid price is lower than the Cost Put to Tender, in accordance with **Government of Odisha, Works Department Office Memorandum No. 17941/W dated 08.10.2026** and the applicable codal provisions. These provisions shall apply to all forms of tender except Turnkey Tender.

**Calculation of APS:** The percentage by which the accepted bid price is lower than the Cost Put to Tender shall be calculated and rounded off to determine the Rounding Off of Percentage Less (ROPL). The applicable APS shall be calculated as a percentage of the accepted bid price in accordance with the following provisions:

- Where the ROPL is up to and including 10%, no APS shall be required.
- Where the ROPL is more than 10% but not more than 20%, APS shall be calculated at 0.2% of the accepted bid price for every percentage point of ROPL exceeding 10%.
- Where the ROPL is more than 20% but not more than 30%, APS shall be calculated at 2% of the accepted bid price plus 0.3% of the accepted bid price for every percentage point of ROPL exceeding 20%.
- Where the ROPL is 30% or more, APS shall be calculated at 5% of the accepted bid price plus 0.5% of the accepted bid price for every percentage point of ROPL exceeding 30%.

**Rounding of percentage:** Where the decimal fraction is less than 0.50, the percentage shall be rounded down to the next lower whole percentage. Where the decimal fraction is 0.50 or above, it shall be rounded up to the next higher whole percentage. For example, 13.25% less shall be reckoned as 13% less, whereas 13.50% less shall be reckoned as 14% less.

**Provision of Abnormally Low Bids/price:**

- An Abnormally Low Bid (ALB) 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. The Bidder (L1) will be asked for written clarifications, including detailed price analyses of its Bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid document.
- If, after evaluating the price analyses determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Bid/ Proposal (L1) will be rejected and evaluate the next higher bidder (and so on), at his/ their own quoted rate (and not by counteroffering rate of ALB), for award of contract.
- If the price of new L1 bidder (after rejection of original L1 bidder) is considered high, then the price justification may be called from the bidder. If the price justification is not acceptable, then either negotiations or reissue of tender for the identical or similar Services may be considered. In case cartel is suspected action may be taken as per provision of RFP.
- If the subject tender is cancelled due to Abnormal Low Bids/price offered by the bidder (s), the bidder(s) offering Low price shall be barred to apply in the Fresh or retendering/reissue of the subject tender on account of cancellation.
- Owner reserves the right to accept or reject any or all Price Bids submitted by Shortlisted Bidders and further reserves the right not to award the Contract to the lowest evaluated Shortlisted Bidder or not at all.
- At this time, the Owner intends to complete the Work. However, due to uncertainties in the industry, this RFP does not obligate Owner to award a Contract or to proceed with the Project.

**Scrutiny of Abnormally Low Bids:** The Departmental Technical Committee shall scrutinize abnormally low bids and it's justification given by the bidder, and recommend the case to the competent authority for approval of APS in accordance with Para 6.3.15 of OPWD Code, Volume-I. The Procuring Entity may seek written clarification and detailed price analysis from the bidder regarding the scope, schedule, resource mobilization, labour deployment, cash flow, risk allocation and past execution credentials. If the bidder fails to demonstrate its capability to execute the work at the quoted price, the bid may be rejected, and the next higher bidder may be considered at their quoted rate. No fixed percentage below the estimated cost shall automatically constitute an abnormally low bid.

**Submission of APS:** The successful bidder shall furnish APS in the form of National Savings Certificate

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| | |
|---|---|
| | (NSC), Post Office Savings Bank Account, Post Office Time Deposit Account, Kisan Vikas Patra or Bank Guarantee issued by a Nationalized/Scheduled Bank in India and counter-guaranteed by its local branch at Brahmapur, in favour of the Hydrologist, Groundwater Directorate Division, Brahmapur, within seven days of issue of the Letter of Acceptance (LOA). Failure to furnish APS within the stipulated period shall render the bid liable to cancellation and the EMD/Bid Security to forfeiture, with blacklisting proceedings initiated as per applicable rules. Further, proceeding for blacklisting shall be initiated against the bidder.If the rate quoted by any S.C./S.T. category contractors comes to the rate quoted by the L1 bidder (decimal up to two nos, will be taken for all practical purposes) after availing 10% price preference as per Para-ll of Works Department Resolution No. 27748 dt.11.10.1977, the tender shall be finalized by the tender accepting authority through a transparent lottery system along with other categories of contractors.<br>**Part of Performance Security and Refund:** APS shall form part of the Performance Security and shall be refunded within seven days of issuance of the Completion Certificate/Provisional Completion Certificate upon successful completion of the work, in accordance with Works Department O.M. No. 2375/W dated 03.03.2022.<br>Price Preference and Tie: Where the bid rate of an SC/ST category contractor equals the L1 rate after applying the applicable 10% price preference, calculated up to two decimal places, the tender shall be finalized through a transparent lottery by the Tender Accepting Authority, in accordance with the applicable Government provisions.<br>**Rejection and Further Action:** Where the price justification of the next lowest bidder is unacceptable, the competent authority may consider negotiations or retendering, as permissible under applicable rules. The Department reserves the right to accept or reject any or all bids and to decide whether to award the contract, in accordance with the tender conditions and applicable rules.<br>**Transitional Provision:** For tenders floated before 08.10.2026, APS shall be calculated under the earlier provisions specified in paragraph 12 of O.M. No. 17941/W dated 08.10.2026. All matters shall be governed by the applicable provisions of the OPWD Code and subsequent Government amendments/instructions. If the rate quoted by any S.C./S.T. category contractors comes to the rate quoted by the L1 bidder (decimal up to two nos, will be taken for all practical purposes) after availing 10% price preference as per Para-II of Works Department Resolution No. 27748 dt.11.10.1977, the tender shall be finalized by the tender accepting authority through a transparent lottery system along with other categories of contractors.<br>**Overriding effect:** The above provisions shall be read in conjunction with the applicable provisions of the OPWD Code and subsequent amendments/instructions issued by the Government of Odisha from time to time. |

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# G. BID DATA SHEET (BDS)

| | |
|---|---|
| A. **Introduction** | |
| **ITB 1.1** | Bid Identification No.: **08/GWDBAM/CHHATA/2026-27** |
| | The Employer is: Office of Hydrologist, GWD, Brahmapur |
| | The name of the Project is: "CHHATA" |
| | Works Requirement:<br>**Construction of Roof Top Rainwater Harvesting Structure at Quarter Building of Chief Engineer & Basin Manager of Rushikulya Bahuda Basin & Quarter Building of Additional Chief Engineer & Basin Manager of Rushikulya Bahuda Basin in Brahmapur Urban area under Ganjam District for the F.Y. 2026-27** under the State Sector Scheme of DoWR, Govt. of Odisha, **"CHHATA".** |
| **ITB 2.1** | The Project is financed by: DoWR. Govt. of Odisha under SSS |
| **ITB 4 Qualification of bidder.** | *The Bid shall have no qualifying criteria, except tender cost, EMD, valid RC, GSTIN and PAN No, Affidavit of correctness, undertaking regarding no relation certificate which are mandatory* |
| **ITB 4.5 B** | **Multiple Contract Evaluation Not applicable** |
| **B. Bidding Documents** | |
| **ITB 6.2** | Cost of Bidding document**: Rs. 4,000/-;** non-refundable, to be paid on-line through the e-procurement portal. |
| **ITB 8.2** | https://tendersodiaha.gov.in |
| **C. Preparation of Bids** | |
| **ITB 13.5** | **Price adjustment Not applicable.** |
| **ITB 15.1** | **45 calendar days** |
| **ITB 16.1** | Hydrologist<br>GWD Division, Brahmapur<br>**Bid Security (EMD): Rs. 7000/-** |
| **D. Submission of Bids** | |
| **ITB 19.1** | The last date and time for on-line bid submission online is:<br>**Date: 07/11/2026; Time: 17:00 Hrs.** |

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# SECTION –2

## QUALIFICATION INFORMATION

*INFORMATION AND DOCUMENTS TO BE FURNISHED ALONG WITH THE BID*

[The Bidder shall submit all the documents indicated below, in complete shape.]

1. **CONTRACTOR'S BID (Letter of Bid)**
2. **COST OF BIDDOCUMENT**
3. **QUALIFICATION INFORMATION**
4. **BID-SECURING DECLARATION**
5. **EVIDENCE OF CREDIT FACILITY**
6. **AFFIDAVIT REGARDING ABANDONED OF WORKS AND UNDERTAKING**
7. **STATEMENT OF ETHICAL CONDUCT, FRAUD AND CORRUPTION**
8. **BID SECURITY BANK GUARANTEE**
9. **FORMAT FOR UNDERTAKING REGARDING NO-RELATION CERTIFICATE**

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# 1. Contractor's Bid (Letter of Bid)

(To be filled in by the Bidder on the letter head and submitted along with the offer)

Bid Identification No: **08/GWDBAM/CHHATA/2026-27**

**Description of the Works:**

Construction of Roof Top Rainwater Harvesting Structure at Quarter Building of Chief Engineer & Basin Manager of Rushikulya Bahuda Basin & Quarter Building of Additional Chief Engineer & Basin Manager of Rushikulya Bahuda Basin in Brahmapur Urban area under Ganjam District for the F.Y. 2026-27 under the State Sector Scheme of DoWR, Govt. of Odisha, "CHHATA".

To,

***The Hydrologist***
***GWD Division, Brahmapur***
***At- Bhabinarayanapur, P.O- Rangailunda,***
***Via-Bhanjabihar, Brahmapur-760007***

We, the undersigned, declare that;

a. We have examined and have no reservations to the bidding documents, including addenda issued in accordance with instructions to bidders (ITB)clause10;
b. We offer to execute the Works described above in accordance with the Conditions of Contract, Specifications, Drawings and Bill of Quantities accompanying this Bid for the Contract price of Rs. _____[*in figures] (Rupees* _____*) [in words]*[14].
c. Our bid shall remain valid for a period of_____(insert validity period as specified in the ITB) days from the last date of bid submission in accordance with **ITB cl.15.1** and it shall remain binding up on us and may be accepted at any time before the expiration of that period;
d. If our bid is accepted, we commit to submit/furnish the required performance security in accordance with provision of bidding document;
e. We, including any sub-contractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB3;
f. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
g. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
h. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.
i. We also undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act1, 988".
j. Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

| Name and address of agent | Amount | Purpose of Commission or gratuity |
|---|---|---|
| | | |
| | | |

*(if none, state "none")*

Yours faithfully,

Authorized Signatory:

Name & Title of Signatory: _____Name of Bidder:____

Present Communication Address: _____

Contact no.: _____Email ID: _____

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## 2. Cost of Bid Document

## Note:

*[Non submitting of cost of bid document shall summarily reject the bid without any communication to the bidder]*

Cost of Bid Document: **As per ITB CL. 6.2**

Cost of Bidding document: **Rs. 4000/-;** non-refundable, to be paid on-line along with the Bid through the e-procurement portal.

## 3. Qualification Information

[The information shall be filled in by the Bidder in the following pages which shall be used for purpose of evaluation as provided for in Clauses 3 & 4 of the Instructions to Bidders.]

1. Statement of compliance under the requirements of Sub Clause 3.2 of the instructions to Bidders.

_____

_____

2. *For Individual Bidders [Sub Clause ITB 4.3 (a) may be referred to]*

Constitution or legal status of Bidder: _____[Attach copy]

Place of registration :_____

Principal place of business :_____

Name of Authorized Signatory of Bid : _____

Power of Attorney of Signatory of Bid: Attached / Not attached [Attach original document]

3. Copies of reports on the financial standing of the Bidder, such as turnover statements as per IT return, Balance Sheet and Profit & Loss statements duly certified by the Chartered Accountants for the last **5(five) years** as stated under Clause 4.5 A of **BDS**.

(*Sub Clause 4.3 (b) of Instructions to Bidders may be referred to*)

4. Total monetary value of Civil Engineering construction works performed in the last **5(five) years** as stated under Clause 4.5 A of **BDS** and attached certificate from Charted Accountants.

(*Sub Clause 4.3 (c) of Instructions to Bidders may be referred to*)

**Table FIN 3.1**

| Financial Year | Value of Works performed (in Rs. lakhs) |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |

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5. Experience in works of a similar nature and size for each of the last five years, and details of works under way or contractually committed and clients who may be contacted for further information on those contracts. #
(*Sub Clause 4.3 (d) of Instructions to Bidders may be referred to*)

**Table: EXP 3.3 - Existing commitments and on-going works:**

| Description of works | Place & state | Contract No. | Name & address of employer. | Value of Contract (Rs. Cr) | Stipulated period of completion | Value of works@ to be completed (Rs. Cr) | Anticipated date of completion |
|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | | | | | | | |
| | | | | | | | |

@ *Attach documentary evidence from the concerned authorities*

**Table: EXP 3.4 - Works for which bids already submitted:**

| Description of works | Place & state | Name & Address of Employer. | Estimated Value of Contract (Rs. Cr) | Stipulated period of completion | Date when decision is expected | Remarks, if any |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | | | | | | |
| | | | | | | |

6. Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List them below and attach copies of support documents in the attached format provided in this Section.

(*Sub Clause 4.3 (e) of Instructions to Bidders may be referred to*)

7. Name, address, e-mail id, telephone and fax numbers of the Bidders' Bankers who may provide references if contacted by the Employer.

**Table FIN 3.5**

(*Sub Clause 4.3 (f) of Instructions to Bidders may be referred to*)

| Sl. No. | Name of the Bank | Address | Telephone No. | FAX no. | e-mail id |
|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 |
| | | | | | |
| | | | | | |
| | | | | | |

8. Information on litigation history in which the Bidder is involved **Table EXP 3.6**

*(Sub Clause 4.3 (g) of Instructions to Bidders may be referred to)*

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| Other Part(ies) | Employer | Cause of Dispute | Amount involved | Remarks showing present status |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

9. Proposed subcontracts and firms involved. **-Deleted**

(*Sub Clause 4.3 (h) of Instructions to Bidders may be referred to*)

| Sections/ Items/ Nature of the works | Value of the Proposed Sub Contract | Details of Subcontractor *(Name, Address, Phone No., E-mail id)* | *Copies of Experience Certificate @ in similar work* | *Copies of valid license % attached* | *Consent of the proposed Sub-Contractor+ attached* |
|---|---|---|---|---|---|
| | | | Yes/ No | Yes/ No | Yes/ No |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Not Applicable

10. The proposed methodology and program of construction

(*Sub Clause 4.3 (i) of Instructions to Bidders may be referred to*)

| | | |
|---|---|---|
| i. | Work Program | Attached/Not Attached |
| ii. | Methodology | Attached/Not Attached |
| iii. | Plan value Statement | Attached/Not Attached |
| iv. | Details of Quarry | Attached/Not Attached |
| v. | Environment Management Plan | Attached/Not Attached |

11. Quantity Experience:

**Table_EXP 3.7**

[The Bidder **must** list all the information requested in the Sub Clause 4.5 A (c) of the Instructions to Bidders.]

| Sl. No. | Item of Work | Minimum Requirement for the works | | Experience of the Bidder | | |
|---|---|---|---|---|---|---|
| | | Quantity | Unit | Quantity | Name of the Work where executed | Documentary Evidence source |
| (1) | (2) | (3) | (4) | (5) | (6) | (7) |

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| | | | | | | |
|---|---|---|---|---|---|---|
| 1 | [……] | [……] | [……] | | | |
| 2 | [……] | [……] | [……] | | | |

i. The items, quantities and units shall be specified by the Employer depending upon type of works requirement, in columns (2) to (4). (usually, 80% of the expected peak rate of construction)

ii. The Bidder shall provide details of quantities and documentary evidence in support of execution of the quantities listed above, in columns (5) to (7). The certificate (s) must be from the Engineer(s)-in-Charge, not below the rank of Executive Engineer.

12. Major items of construction equipment proposed to carry out the Contract:

[The Bidder **must** list all the information requested below. Refer also to Sub Clause 4.5 B (a) of the Instructions to Bidders.]

**Table EOP 3.8**

| Sl. No. | Type of Equipment | Minimum Requirement for the works | | Experience of the Bidder | | | | |
|---|---|---|---|---|---|---|---|---|
| | | Nos. | Capacity | Nos. | Capacity | Registration No./ Identification No. | Owned/ Leased/ To be procured | Condition |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 1 | Drilling Rig | 01 | | | | | | |
| 2 | Compressor | 01 | | | | | | |
| 3 | Truck | 01 | 10 MT | | | | | |
| 4 | Water Tanker | 01 | 1000 Liters | | | | | |

i. The type and minimum numbers of key plants & equipment shall be specified by the Employer depending upon type of works requirement, in columns (2) to (4).

ii. The Bidder shall provide documentary evidence in support of their possession of plants and equipment listed above, in columns (5) to (9).

iii. For machineries/equipment to be used on lease basis, the bidder shall provide details of the lease agreement which shall form a part of the qualification of the bidder.

iv. Machineries, older than 5 years or in poor working condition, shall be reconditioned/ repaired to improve the performance level. Such machinery shall pass the test of satisfactory performance by the Mechanical Engineer of the concerned Department.

v. The Bid shall have no qualifying criteria, except tender cost, EMD, valid RC, GSTIN and PAN No, Affidavit of correctness, undertaking regarding no relation certificate which are mandatory

13. Qualifications and experience of key personnel proposed for administration and execution of the Contract.

**Table PER 3.9**

[The Bidder **must** list all the information requested below. Refer also to ITB Sub Clause 4.5 B (b)]

| Sl. No. | Minimum Requirement of Contract | | | Availability Proposals | | |
|---|---|---|---|---|---|---|
| | Position | Qualification | Experience | Name | Qualification | Experience |

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| | | | | | | |
|---|---|---|---|---|---|---|
| 1 | Site Manager | BTech (Any branch), MBA | 2 Years | | | |
| 2 | Driller | ITI/Diploma in Mech./ Automobile/ Drilling Technology | 3 Yrs | | | |
| 3 | Mechanic (Drilling Asst) | ITI (Mech./ Automobiles/Dril ling Tech) | 2 Years | | | |
| 4 | Work Supervisor | Any graduate with management skill | 2 yrs | | | |

i. *The number and qualification of key personnel required for the work will be specified by the Employer before invitation of bid as per the requirement of the work.*

ii. *The Bidder shall provide CVs of proposed personnel listed above.*

iii. *The Bid shall have no qualifying criteria, except tender cost, EMD, valid RC, GSTIN and PAN No, Affidavit of correctness, undertaking regarding no relation certificate which are mandatory*

**Note:**

The Tables;

Table FIN 3.1, Table_EXP 3.3, Table_EXP 3.4, Table FIN 3.5, Table FIN 3.6, Table_EXP 3.7, Table_EXP 3.8, Table PER 3.9

*to be filled up by the bidder while submitting the bid to establish the qualification criteria of the bid. Bidder may fill up the format in the table itself or use the format in a separate page in the letter head of the Bidder. Bid reference number to be mentioned on each page.*

Contractor

Sd/-
Hydrologist
GWD Division Brahmapur

# 4. Form of Bid-Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid Identification No.: **08/GWDBAM/CHHATA/2026-27**

**To,**

**The Hydrologist**
**GWD Division, Brahmapur**
**At- Bhabinarayanapur, P.O- Rangailunda,**
**Via-Bhanjabihar, Brahmapur-760007**

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Borrower for the period of time of [*Three years*] starting on *[date of submission],* if we are in breach of our obligation(s)under the bid conditions, because we:

   a. have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or
   b. Having been notified of the acceptance of our Bid by the Employer during the period of bid validity,
      (i) fail or refuse to execute the Contract, if required, or
      (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

3. We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of

   (i) our receipt of your notification to us of the name of the successful Bidder; or

   (ii) twenty-eight days after the expiration of our Bid.

Signed: _____

*[insert signature of person whose name and capacity are shown]*

In the capacity of _____

*[insert legal capacity of person signing the Bid-Securing Declaration]*

Name: _____

*[insert complete name of person signing the Bid-Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: _____*[insert complete name of Bidder]*

Dated on_____day of _____*[insert date of signing]*

Corporate Seal (where appropriate)

*[**Note: In** case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]*

Contractor

Sd/-
Hydrologist
GWD Division Brahmapur

# 5. Format for Evidence of Access to or Availability of Credit Facilities

***BANK CERTIFICATE***

This is to certify that M/s……..is a reputed company/ Firm with a good financial standing. If the contract for the work, namely
……
……
**"[insert name of the work]"** is awarded to the above firm, we shall be able to provide overdraft/ credit facilities to the extent

Name of Bank
Senior Bank Manager
Address of the Bank

Contractor

Sd/-
Hydrologist
GWD Division Brahmapur

# 6. Affidavit Regarding any Abandoned Works and Undertaking

(Affidavit must be prepared clearly mentioning Bid Identification Number and name of the work)

BID ID-

WORK NAME-

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.

2. The undersigned also hereby certifies that neither our firm M/s.....…..

…..…… have abandoned any work nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.

3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department / Employer to verify this statement or regarding my(our) competence and general reputation.

4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department/Project implementing agency.

(Signed by an Authorized Officer of the Firm)

Name:

Name of Firm:

DATE:

Contact No. _____

Contractor

Sd/-
Hydrologist
GWD Division Brahmapur

# 7. Statement of Ethical Conduct, Fraud and Corruption

We, the under signed confirm in the preparation of our bid that:

1. Neither we, nor any of our employees, associates, agents, shareholders, consultants, partners or their relatives or associates have any relationship that could be regarded as a conflict of interest as set out in the bidding document.
2. Should we become aware of the potential for such a conflict will report it immediately to the procuring organization.
3. That neither we, nor any of our employees, associates, agents, shareholders, partners' consultants or their relatives or associates have entered into corrupt, fraudulent, coercive or collusive practices in respect of our bid or proposal.
4. We understand our obligation to allow the Government of Odisha to inspect all records relating to the preparation of our bid and any contract that may result from such irrespective of if we are awarded a contract or not.
5. In connection with this procurement exercise and any contract that is awarded to us as a result there of, no payments have been made or will be made by us, our associates, gents, shareholders, partners or their relatives or associates to any of the staffs, associates, consultants, employees or relatives of such who are involved with the procurement process, contract implementation, and the issuance of progress payment on behalf of the purchaser, client or employer.

Signed: *[signature of person authorized by the Bidder to sign the bid submission form and whose name and title are shown below]*

Name: *[insert full name]*

Title: *[insert official title]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on_____day of_____, _____*[insert date of signing]*

Contractor

Sd/-
Hydrologist
GWD Division Brahmapur

# 8. Bid Security (EMD) Bank Guarantee

## *Bank's Name and Address of Issuing Branch or Office*

*Beneficiary: .....name and address of Employer.....*

**Date: ..... .....**

*Bid Security No.: .....*

We have been informed that.....**name of the Bidder**.....(herein after called "the Bidder") has submitted to you its bid dated.....(herein after called "the Bid") for the execution of.....**name of Contract**.....under Invitation for Bids No .....("the IFB").

Furthermore, we understand that, according to one of your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we.....**name of Bank..... .....** Hereby irrevocably undertake to Pay you any sum or sums not exceeding in total an amount of .....**amount in figures** .....(.....amount in words..... ) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

a) Has withdrawn its Bid during the period of bid validity including extended period of validity specified by the Bidder in the Form of Bid;
b) Having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, (ii) fails or refuses to furnish the performance security, in accordance with the ITB, or (iii) fails to deposit the required license fees with State Government to register itself as a special/ super class Contractor with Govt. of Odisha within 15(fifteen)days of issue of letter of acceptance of Bid.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days beyond the validity of the bid including extended period of validity.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

.....Bank's seal and authorized signature(s) .....

Contractor

Sd/-
Hydrologist
GWD Division Brahmapur

# CERTIFICATE OF NO RELATIONSHIP

*I, Sri. _____(Name of bidder as well as of farm having proprietorship/ownership)_____ _____ _____ of _____(Complete address of the bidder) _____affirm as under :-*

*I hereby certify that I am not related to any officer of the rank of Engineer & above and any officer of the rank of Assistant/ Under Secretary and above of the G.W.D (W.R: Department), Govt. of Odisha.*

*I am aware that, if the facts subsequently proven to be false, my contract will be rescinded with forfeiture of E.M.D. & Security deposit and I shall be liable to make good the loss or damage resulting from such cancellation as well as will endure future appropriate course of action.*

Contractor

Sd/-
Hydrologist
GWD Division Brahmapur

# SECTION – 3

# CONDITIONS OF CONTRACT

Contractor

Sd/-
Hydrologist
GWD Division Brahmapur

# A. GENERAL

## 1. Definitions

1.1. Terms, which are defined in the Contract Data, are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

**Bill of Quantities** means the priced and completed Bill of Quantities (BoQ).

**Compensation Events** are those defined in Clause 44 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Engineer in accordance with Sub Clause 55.1.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause2.3 below.

The **Contract Data** defines the documents and other information, which comprise the Contract.

The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.

The **Contractor's Bid** is the completed Bidding document submitted by the Contractor to the Employer and includes Technical and Financial Bids.

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

**Days** are calendar days; months are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date.

**Earned Value** is the cumulative measure of the work performed expressed in monetary unit on any particular date.

The **Employer** is the party who will employ the Contractor to carry out the works.

**The Engineer** is the person named in the Contract Data (or any other competent person appointed and notified to the contractor to act in replacement of the Engineer) who is responsible for supervising the Contractor's work, and administering the Contract. The "Engineer", "Employer", "Purchaser", "Bid Inviting Officer (BIO)" shall have the same meaning with the same powers of functioning for this contract.

**Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.

**Materials** are all supplies, including consumables, used by the contractor for incorporation in the Works.

**Planned value** is the planned future expenditure for a period, i.e. for a month, a financial quarter, a year or the period or the total contract period.

**Plant** is any integral part of the Works, which is to have a mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area defined as such in the Contract Data.

**Site Investigation Reports** are those, which were included in the Bidding documents and are factual

interpretative reports about the surface and sub-surface conditions at the site.

**Specification** means the Specification of the works included in the Contract and any modification or addition made or approved by the Employer.

The **Start Date/Date of Commencement** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

**Temporary Works** are works designed, constructed, installed, and removed by the Contractor, which are needed for construction or installation of the Works.

A **Variation** is an instruction given by the Engineer, which changes the scope of the Works both in respect of increase or decrease of quantities, specifications and execution of new items.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

The **Routine Maintenance Works** means the works required to be carried out by the Contractor between the commencement date and the date on which Taking Over Certificate is issued to keep the site in traffic worthy condition for movement of usual traffic as well as construction traffic. Routine Maintenance Works from part of works but are considered incidental to the works and are not separately paid for.

## *2. Interpretation*

2.1. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2. If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).

2.3. The documents forming the Contract shall be interpreted in the following order of priority:

- Agreement
- Letter of Acceptance, notice to proceed with the works
- Contractor 's Bid (Letter of Bid)
- Contract Data
- Conditions of Contract including Special Conditions of Contract
- Specifications
- Drawings
- Bill of quantities
- Any other Document (specified in the Contract Data)

## *3. Language and Law*

3.1 The language of the Contract and the law governing the Contract are stated in the Contract Data.

## *4. Engineer's Decisions*

4.1 Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer as per the provision of the contract.

## *5. Delegation*

Contractor

Sd/-
Hydrologist
GWD Division Brahmapur

5.1 The Engineer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

### *6. Communications*

1.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

### *7. Sub-contracting*

7.1 The Contractor may sub-contract any portion of work, up to a limit specified in Contract Data, with the approval of the Engineer but may not assign the Contract without the approval of the Employer in writing.

The Contractor shall not sub contract the whole of the works.

7.2 If the contractor, beyond the above limit, proposes sub-contracting any part of the work during execution of works, because of some unforeseen circumstances to enable him to complete the work as per terms of the contract, the Engineer may consider the same for according approval.

7.3 The contractor shall sub-contract for executing the specialized work portiononly15.

7.4 Consent of the Engineer for sub-contracting shall not relieve the contractor from any liability or obligations under the contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his agents or workmen as fully as if they were the acts, defaults or neglects of the contractor, his agents or workmen.

7.5 The Engineer should justify in the consent whether (a) the circumstances warrant such sub-contracting; and (b) the sub-contractors so proposed for the work possess the experience, qualification and equipment necessary for the job proposed to been trusted to the min proportion to the quantum of work to be sub-contracted.

7.6 If payments are proposed to be made directly to that sub-contractor, this should be subject to specific authorization by the prime contractor. Any such arrangement does not alter the contractor's liability or obligations under the contract.

7.7 Before issuing a Payment Certificate to the Contractor, which includes an amount payable to a subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise.

### *8. Other Contractors*

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of other Contractors. The Contractor shall as refer to in the Contract Data, also provide facilities and services for them as described in the Schedule. The employer may modify the schedule of other contractors and shall notify the contractor of any such modification.

### *9. Personnel*

9.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer.

9.2 The Engineer will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

9.3 If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

### *10. Risks*

Contractor

Sd/-
Hydrologist
GWD Division Brahmapur

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contract or carries the risks which this Contract states are Contractor's risks.

### *11. Employer's Risks*

11.1 The Employer is responsible for the excepted risks which are

a. in so far as they directly affect the execution of the works in the State of Odisha, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's personnel), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive,
b. use or occupation by the Employer of any part of the Permanent Works, except as may be specified in the Contract,
c. a cause due solely due to the design of the works, other than the Contractor's Design, or
d. any operation of the forces of nature which is unforeseen able or against which an experienced contractor could not reasonably have been expected to have taken adequate preventative precautions.

11.2 **Rectification costs due to damage of works on account of Employer's risks** – If the works are damaged due to Employer's risk as per Clause 11.1, a Committee consisting of the Employer's representative, Engineer's representative and Contractor's representative will carry out a detailed inspection of damaged works and prepare a detailed report of damages occurred. The Committee shall prepare detailed cost estimate as per BoQ rates of the works. A variation order shall be prepared for rectification of the damaged works giving the time frame for completion of the rectification. The cost of rectification shall be paid to the Contractor through interim payment certificate.

### *12. Contractor's Risks*

12.1 The Contractor shall take full responsibility for the care of the Works and Goods from the Commencement Date until the Taking-over Certificate is issued (Taking-over of the Works and Sections) for the Works, when responsibility for the care of the Works shall pass to the Employer. The Contractor is also responsible for the risks stated below:

a. damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects;
b. personal injury including deaths which arise during and in consequence of the performance of the Contract;
c. all other risks other than the excepted risks stated in Clause11.1.

### *13. Insurance*

13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance covers in two parts, i.e. (a) from the start date to the completion date, and (b) for the Defect Liability period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

a. Loss of or damage to the Works, Plants and Materials;
b. Loss of or damage to Equipment;
c. loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract;
d. Workman compensation policy to cover personal injury or death.

13.2 Policies and Certificates for insurance shall be delivered by the Contractor to the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

Contractor

Sd/-
Hydrologist
GWD Division Brahmapur

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of insurance shall not be made without the approval of the Employer.

13.5 Both parties shall comply with any conditions of the insurance policies.

### *14. Site Investigation Reports*

14.1 The Bidder, in preparing the Bid, shall rely on any site investigation reports supplemented by the Employer. (if required)

14.2 Any discrepancy in the site investigation reports, arising during execution, shall be brought by the Contractor to the notice of the Engineer and shall be resolved amicably through mutual discussion.

### *15. Queries about the Contract Data*

15.1 The Engineer will clarify queries on the Contract Data.

### *16. Contractor to Construct the Works*

16.1 Commencement of the Works the Contractor shall commence execution of the Works on the Start Date and shall carry out the Works in accordance with the programme submitted by the Contractor, as updated with the approval of the Engineer.

16.2 Construction of the Works

The Contractor shall construct and install the Works in accordance with the approved Specifications and Drawings, and as per instructions of the Engineer. During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules, as mentioned in the Special Conditions of Contract.

16.3 Protection of the environment

The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or other resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, by-law, regulations that may be passed or notification that maybe issued in this respect in future by the State or Central Government or the local authority. Salient features of some of the major laws that are applicable are provided in the Special Conditions of Contract.

16.4 **Non-performance of the routine maintenance works by the Contractor** – In the event that the Contractor fails to carry out routine maintenance works as directed by Engineer's representative within the reasonable time, it shall be deemed as a failure of the obligation by the Contractor. The Employer shall without prejudice to its rights under the Contract including termination thereof, be entitled to undertake such maintenance works at the cost of the Contractor. The cost incurred by the Employer will be recovered from the Contractor through deduction from the interim payment certification of the Contractor.

### *17. Completion of the Works*

17.1 The Contractor shall complete the Works by the intended date of completion. In case Extension of Time has been granted, the extended date of completion shall be considered.

### *18. Approval by the Engineer*

18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for design and safety of Temporary Works.

Contractor

Sd/-
Hydrologist
GWD Division Brahmapur

18.3 The Engineer's approval shall not alter the Contractor's responsibility for design and safety of the Temporary Works.

18.4 The Contractor shall obtain approval from Third Parties to the design of the Temporary works where required.

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

### *19. Safety*

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

### *20. Discoveries*

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

### *21. Possession of the Site*

21.1 The Employer shall give the Contractor right of access to, and possession of, all parts of the Site within the time (or times) stated in the Contract Data. If possession of a part of the site is not given by the date stated in the Contract Data, the Employer shall give suitable extension of time for completion of work. The Employer shall not pay any compensation on this account except price adjustment as perclause47.

### *22. Access to the Site*

22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured/fabricated/assembled for the works.

### *23. Instructions*

23.1 The Contractor shall carry out all instructions of the Engineer pertaining to works, which comply with the applicable laws where the Site is located.

23.2 The Contractor shall permit the Employer or his authorized representative to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer, if so required by the Employer.

### *24. Disputes*

24.1 For the purpose of jurisdiction, in the event of disputes, if any, of the contract would be deemed to have been entered into within the State of Odisha and it is agreed that neither party to the Contract will be competent to bring a suit in regard to the matter by this contract at any place outside the State of Odisha.

### *25. Procedure for Disputes*

25.1 In case of Dispute or difference arising between the Employer and a Contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996, and details mentioned in the Special Conditions of Contract.

25.2 The parties shall make efforts to agree on a Sole Arbitrator and only if such an attempt does not succeed, then the disputes shall be referred to Arbitration.

### *26. Adjudicator*

26.1 No adjudicator shall be appointed for the purpose of dispute resolution.

Contractor

Sd/-
Hydrologist
GWD Division Brahmapur

# B. TIME CONTROL

### *27. Programme*

27.1 Within 14 days of issue of letter of award of work, the successful bidder shall submit to the Employer detail work program including Environmental Management Plan for approval showing the general methods, arrangements, order and timing for all the activities in the Works along with quarterly planned value statement.

27.2 An update of the Program shall be a program showing the actual progress achieved on each activity, the earned value and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

27.3 The contractor shall submit to the Engineer, for approval, an updated Program at intervals no longer than the period of 90 days. If the Contractor does not submit an updated Program Within this period, the Engineer may withhold the amount of 2% of the next payment certificate amount and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted.

27.4 The Engineer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Engineer again at any time. A revised Program shall show the effect of Variations and Compensation Events.

### *28. Extension of the Intended Completion Date*

28.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.

28.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 35 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

28.3 The Engineer shall, within 14 days of receiving full justification from the contractor for extension of Intended Completion Date, refer to the Employer his recommendation. The Employer shall in not more than 21 days communicate to the Engineer the Employer's decision. If the Employer fails to give his acceptance, the Engineer shall not grant the extension of time and the Contractor may refer the matter to the ArbitrationunderClause25.

### *29. Acceleration-Deleted*

### *30. Delays Ordered by the Engineer*

30.1 The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works.

### *31. Management Meetings*

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

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

31.3 Progress Reports: The Contractor shall prepare and submit the monthly progress reports to the Engineer in two hard copies including soft copy. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 days after the last day of the period to which it relates.

Contractor

Sd/-
Hydrologist
GWD Division Brahmapur

Reporting shall continue until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-over Certificate for the Works.

Each report shall include:

a. charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection and testing;
b. photographs showing the status of progress of work on the Site;
c. Status of mobilization of Contractor's Personnel and Equipment;
d. Copies of quality assurance documents, test results and certificates of Materials;
e. List of early warning notices issued to the Engineer under Sub-Clause32;
f. safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and
g. Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

### *32. Early Warning*

32.1 The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the work resulting delay in the execution. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Completion Date. The estimate shall be prepared by the Contractor as soon as possible and submitted to the Engineer.

32.2 The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

32.3 Failure by the contractor to intimate and warn the Engineer about such events or circumstances shall forfeit the claim of the Contractor for time or cost compensation.

## C. QUALITY CONTROL

### *33. Identifying Defects*

33.1 The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

33.2 The Contractor shall permit the Employer's Technical auditor to check the Contractor's work and notify the Engineer and Contractor of any defects that are found. Such a check shall not affect the Contractor's or the Engineer's responsibility as defined in the Contract Agreement.

### *34. Tests*

34.1 If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

### *35. Correction of Defects*

35.1 The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

35.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

### *36. Uncorrected Defects*

36.1 If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

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36.2 Where in certain cases, the technical specifications provide for acceptance of works within specified tolerance limits at reduced rates, Engineer will certify payments to Contractor accordingly.

# D. COST CONTROL

### *37. Bill of Quantities*

37.1 The Bill of Quantities contains items for the construction, installation, testing, and commissioning work to be done by the Contractor.

37.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work to be done at the rate in the Bill of Quantities for each item.

### *38. Changes in the Quantities*

38.1 If the final quantity of the work done differs from the quantity provided in the Bill of Quantities for the particular item, by more than 25 percent and such change exceeds 1% of initial contract price; the Engineer shall adjust the rate to allow the change, duly deriving the rate asunder:

a. Contract rate for the quantity up to 1.25 times the BOQ quantity
b. For any item whose quantity exceeds beyond 1.25 times the quantity provided in the BOQ, the rate shall be as per the current Schedule of Rate for the quantity in excess of 1.25 times the original quantity.

38.2 The Engineer shall not adjust rates from changes in quantities if there by the initial contract price is exceeded by more than 5 percent, except with the prior approval of the Employer.

38.3 If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the bill of quantities.

### *39. Variations*

39.1 Change in scope may include:

a. Change in specifications of any item of works
b. Omission/deletion of any item of work from the scope of work
c. Any additional work which are not included in the scope of work including any additional test on completion

**1.0** The Engineer may make modifications / alterations to the construction works at site ( if necessary) before the issue of the completion certificate by giving an instruction to the contractor. The Contractor shall execute and be bound by each Variation issued; all variations shall be included in updated Programs produced by the Contractor.

### *40. Payments to Variations*

40.1 If the work in the Variation corresponds with similar item in the Bill of Quantities, the rate in the bill of Quantities shall be used as base rate and rate for varied item to bearrived[16].

40.2 If the varied item is altogether a new item of work, then the rate for the item of work shall be derived and paid as per the current schedule of rate irrespective of the tender premium or discount.

40.3 If the varied item is altogether a new item of work, which does not appear in the Schedule of Rates, then the rate for the item of work shall be derived and paid based on the minimum market rates of the materials, labor, and direct and indirect expenses constituting the item adopting the analysis of rates of MORTH/MoRD/CPWD, irrespective of the tender premium or discount.

40.4 The contractor shall not be entitled to additional payment for costs which could have been avoided by giving early warning.

40.5 Price adjustment shall be paid as perclause47.

### *41. Cash Flow Forecasts*

41.1 The contractor shall submit a planned value statement along with the work programme for the full contract period containing cumulative future quarterly expenditures.

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41.2 The Contractor shall revise the work programme and update the quarterly planned value statement and submit it to the Engineer in the first week of every financial quarter.

### *42. Payment Certificates*

42.1 The Contractor shall submit to the Engineer monthly priced statements of the completed and accepted work (mentioning the quantity against each item of work, rate as per contract agreement & amount).

42.2 The Engineer shall check the Contractor's statement within 14 days and certify the amount to be paid to the Contractor as per contract payment schedule after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amounts and under conditions set forth in sub-clause 51 (3) of the Contract Data (Secured Advance), and recovery of advance payments.

42.3 The value of work executed shall be determined by the Engineer. The value of work executed shall comprise the value of the quantities of the items as per the milestone and work programme attached to the contract.

42.4 The Engineer shall maintain and update the earned value statement every month.

42.5 The value of work executed shall include the valuation of Change in Scope (Variation) and Compensation Events, if any.

42.6 The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

### *43. Payments*

431. Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of the contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts certified by the Engineer within 28 days of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at 8% per annum.

43.2 Items of the Works for which no rate or price has been entered in will not be paid by the Employer and shall be deemed covered by other rates and prices in the Contract.

### *44. Compensation Events*

44.1 The following are Compensation Events unless they are caused by the Contractor:

i. The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
ii. The Employer modifies the schedule of other contractors in a way which affects the work of the Contractor under the Contract.
iii. The Engineer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
iv. The Engineer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
v. The Engineer does not approve for a Sub-Contract to be let for more than15 days.
vi. Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of letter of acceptance from the information issued to bidders (including the site investigation reports), for information available publicly and from a visual inspection of the site.
vii. The Engineer give an instruction for dealing with an unforeseen condition, caused by the employer, or additional work required for safety or other reasons.
viii. Other contractors, public authorities, utilities or the employer does not work within the dates and other constraints stated in the contract, and they cause delay or extra cost to the contractor.
ix. The advance payment is delayed, beyond 28 days after receipt of application and bank guarantee, and after getting confirmation from the issuing bank.
x. The effect on the Contractor of any of the Employer's Risks.
xi. The Engineer unreasonably delays issuing a Certificate of Completion.

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xii. Other Compensation Events listed in the Contract Data or mentioned in the Contract.

44.2 If a Compensation Event would prevent the work being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Engineer shall decide whether and by how much the Intended Completion Date shall be extended.

44.3 If a Compensation Event would cause additional cost, the Contract Price shall be increased. The Engineer shall treat the event as "variation" as per Clause no.39 & 40, and ascertain the additional cost.

44.4 As soon as information demonstrating the effect of each Compensation Event up on the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Engineer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Engineer shall adjust the Contract Price based on Engineer's own forecast. The Engineer will assume that the Contractor will react competently and promptly to the event.

44.5 The Contractor shall not be titled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Engineer.

### *45. Tax*

45.1 The rates quoted by the Contractor shall be deemed to be inclusive the GST, Royalty, Income Tax, Labour CESS and all other statutory taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

### *46. Currencies*

46.1 All payments shall be made-in Indian Rupees.

### *47. Price Adjustment*

~~1.0~~ No Price adjustment shall be allowed during performance of the contract.

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

### *48. Retention*

48.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole of the works or settlement of final payment.

48.2 On completion of the whole of the Works, half the total amount retained is repaid to the Contractor and half when the Defects Liability Period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.

48.3 On completion of the whole works, the contractor may if desires substitute retention money with an "on demand" Bank guarantee.

### *49. Liquidated Damages*

49.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the contract data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor.

49.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

49.3 If the contractor fails to comply with the time for completion as stipulated in the tender, then the contractor shall pay to the employer the relevant sum stated in the Contract Data as Liquidated damages for such default and not as penalty for every day or part of day which shall elapse between relevant time for completion and the date stated in the taking over certificate of the whole of the works on the relevant section, subject to the limit stated in the contract data.

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49.4 The employer may, without prejudice to any other method of recovery deduct the amount of such damages from any money due or to become due to the contractor. Payment or deduction of liquidated damages shall not relieve the Contractor from his obligation to complete the work as per agreed construction program and milestones or from any other of the contractor's obligations an liabilities under the contract.

49.5 If, before the Time for Completion of the whole of the Works or, if applicable, any Section, a Taking-over Certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the remainder of the Works or of that Section shall, for any period of delay after the date stated in such Taking-over Certificate, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

### *50. Bonus Payment-Deleted*

### *51. Advance Payment-Deleted*

No Advance Payment for the work shall be Allowed.

### *52. Securities*

52.1 The Performance Security shall be submitted to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in Indian Rupees. The Performance Security shall valid until a date 28 days from the date of completion of whole of the works, including the Defects Liabilities Period.

### *53. Day Work-Deleted*

### *54. Cost of Repairs*

54.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions including the situation as stipulated atCl.12.

## E. FINISHING THE CONTRACT

### *55. Completion*

55.1 The Contractor shall request the Engineer to issue a Certificate of Completion of the Works and the Engineer will do so upon deciding that the Work is completed.

### *56. Taking Over*

56.1 The Employer shall take over the Site and the Works within 7(seven) days of the Engineer issuing a certificate of Completion.

### *57. Final Account*

The Contractor shall submit to the Engineer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and issue a payment certificate, within 56 days of receiving the Contractor's revised account.

### *58. As-Built Drawings and O&M Manuals*

~~58.1~~ **~~Deleted~~**

~~58.2~~ **~~Deleted.~~**

### *59. Termination*

59.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of

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the Contract.

59.2 Fundamental breaches of Contract include, but shall not be limited to the following:

a. the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
b. the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
c. the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
d. the Contractor does not maintain a security which is required;
e. the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
f. if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, mentioned under Clause 63.

59.3 When either party to the Contract gives notice of a breach of contract to the Engineer for a cause other than those listed under Sub Clause 59.2 above, the Engineer shall decide whether the breach is fundamental or not.

59.4 Not-withstanding the above, the Employer may terminate the Contract for convenience.

59.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site, as soon as reasonably possible.

### *60. Payment upon Termination*

60.1 If the-Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

60.2 If the Contract is terminated at the Employer's convenience or because of fundamental breach of contract by the Employer, the Engineer shall issue a certificate for the value of the work done, less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law. No extra cost will be paid by the employer for expenditure towards removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works and the Contractor's costs of protecting and securing the Works.

### *61. Property*

61.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

### *62. Release from Performance*

62.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

### *63. Fraud and Corruption*

63.1 If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days' notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 59shall apply as if such expulsion had been made under Sub-Clause 59.5 [Termination by Employer].

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63.2 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.

63.3 For the purposes of this Sub-Clause:

i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.

iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv. "Coercive practice "is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

For example, if BOQ rate is there for M20 grade concrete and if the varied item is M30 grade concrete, the rate shall be derived from the BOQ rate duly adding the cost of excess quantity of cement required for M30 grade concrete.

# F. SPECIAL CONDITIONS OF CONTRACT

## *1. LABOUR (Clause16.2 of Conditions of Contract):*

### 1.1 *Engagement of all Staff and Labor:*

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labor, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labor from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

### *1.2 Compliance with Labor Regulations:*

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labor enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labor law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labor law in future either by the State or the Central Government or the local authority. Salient features of some of the major labor laws that are applicable to construction industry are given below.

The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye Laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

### 1.3 *Salient Features of Some Major Labor Laws* (Applicable to the establishments engaged in building and other construction work)

1.3.1. Workmen Compensation Act 1923: The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

1.3.2. Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing10 or more employees.

1.3.3. Employees P.F. and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:

i. Pension or family pension on retirement or death, as the case may be.
ii. Deposit linked insurance on the death in harness of the worker.
iii. Payment of P.F. accumulation on retirement/death etc.

1.3.4. Maternity Benefit Act 1951: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
Contract Labor (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labor.

1.3.5. Minimum Wages Act 1948: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, and Runways are scheduled employments.

1.3.6. Payment of Wages Act 1936: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

1.3.7. Equal Remuneration Act 1979: The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.

1.3.8. Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs. 3,500/- per month or less. The bonus to be paid to employees getting Rs. 2,500/-per month or above up to Rs. 3,500/-per month shall be worked out by taking wages as Rs. 2,500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

1.3.9. Industrial Disputes Act 1947: The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

1.3.10. Industrial Employment (Standing Orders) Act1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

1.3.11. Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

1.3.12. Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of

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children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.

1.3.13. Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home up to the establishment and back, etc.

1.3.14. The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay Cess at the rate not exceeding 1% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

1.3.15. Factories Act 1948: The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

## *2. PROTECTION OF ENVIRONMENT (Clause16.3 of Conditions of Contract):*

The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or other resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

### *2.1 Salient features of some of the major Environmental Laws:*

2.1.1. The Water (Prevention and Control of Pollution) Act, 1974: This provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water.' Pollution 'means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water(whether directly or indirectly)as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health or animals or plants or of aquatic organisms.

2.1.2 The Air (prevention and Control of Pollution) Act, 1981: This provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend.

2.1.3 The Environment (Protection) Act,1986: This provides for the protection and improvement of environment and for matters connected there with, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the inter-relationship which exists among and between water, air and land, and human being, other living creatures, plants, micro-organism and property.

2.1.4 The Public Liability Insurance Act, 1991: This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto.

Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.

### *3. ARBITRATION (Clause25.2 of Conditions of Contract)*

In case of dispute or difference arising between the Employer and the contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The parties shall make efforts to agree on a sole arbitrator and only if such an attempt does not succeed, then the disputes shall be referred to Arbitration which is as under:

i. For the value of Contracts up to Rs.5.00 crore, Sole Arbitrator will conduct hearings and publish Award. The Sole Arbitrator will be Superintending Engineer of another Circle office who is no way connected with the work, as indicated in the Contract Data.

ii. For the value of Contracts above Rs.5.00 crore and up to Rs.25.00 cr., Sole Arbitrator will conduct hearings and publish Award. The Sole Arbitrator will be the Chief Engineer who is no way connected with the work other than the Chief Engineer, who is in charge of the work, as indicated in the Contract Data.

iii. For the Contracts above Rs.25.00 crore

a. Arbitral Tribunal consisting of 3 arbitrators one each to be appointed by the Employer and the Contractor and the third Arbitrator to be chosen by the two Arbitrators so appointed by the Parties to act as Presiding Arbitrator shall be considered. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Secretary General, Indian Road Congress, New Delhi, India

b. If one of the parties fails to appoint its arbitrator in pursuance of sub clause (a) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Secretary, Indian Roads Congress, New Delhi, India shall appoint the arbitrator. A certified copy of the order of the Secretary General, Indian Roads Congress, New Delhi, India making such an appointment shall be furnished to each of the parties.

c. Arbitration proceedings shall be held in **Bhubaneswar**, Odisha, India and the language of the arbitrator proceedings and that of all documents and communications between the parties shall be English.

d. The decision of the majority of Arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

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# SECTION – 4

# CONTRACT DATA

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| Sl. No. | Item | Sub-Clause | Data |
|---|---|---|---|
| **1** | The name and identification number of the Contract is | 1.1 | Construction of----------<br>Bid Ref: ---------- |
| **2** | Defects Liability Period from the date of certification of completion of Works. | 1.1, 35 | 365 days |
| **3** | The Employer is | 1.1 | Name:_____<br>Address:_____<br>Email:_____ Ph: ___<br>Authorized Representative of the Employer:<br>Name:_____<br>Address:_____<br>Email:_____ Ph :<br>_____ |
| **4** | The Engineer is | 1.1 | Name:_____<br>Address:_____<br>Email:_____ Ph: ___<br>Authorized Representative of the Engineer:<br>Name:_____<br>Address:_____<br>Email:_____ Ph :<br>_____ |
| **5** | The Intended Completion Date for the construction works is | 1.1, 17, 28 | [------ ] months from the start date.<br>Mile Stone Dates:<br>1. Milestone 1 MonthsforSection1<br>2. Milestone 2 MonthsforSection2<br>3. …<br>4. …. |
| **6** | The Site is located at | 1.1 | [----------] and as defined in the drawings enclosed separately |
| **7** | The Start Date shall be | 1.1 | The date of issue of Notice to Proceed with the Work |
| **8** | The Works consist of | 1.1 | The work shall be executed as per BOQ, Drawings and Technical Specifications. The work shall, *interalia*, include the following, as specified or as directed. Brief Details of the work is provided below[17].<br>**Site Clearance, setting out & Layout, Drilling, excavation of recharge dug well, RCC ring fitting, Pipe lowering for recharge shaft, Filter bed preparation, RCC Platform construction, Fitting of metal Protection Box etc. complete**. |
| **9** | Additional documents that form part of the Contract | 2.3(9) | 1. Work program<br>2. Methodology<br>3. Planned Value Statement<br>4. Details of Quarry<br>5. Environmental Management Plan<br>[*The Employer shall provide the details as per information's provided in S ection2 for Sub Clause 4.3(i)of the Instructions to Bidders.]* |
| **Sl. No.** | **Item** | **Sub-Clause** | **Data** |

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| | | | 6.Major items of construction equipment proposed to carry out the Contract<br>[The Employer shall provide the details as per information's provided inSection2 for Sub Clause 4.5B(a)of the Instructions to Bidders.] |
| | | | **1.** Qualifications and experience of key personnel proposed for administration and execution of the Contract.<br>[The Employer shall provide the details as per information provided in Section2 for Sub Clause 4.5B(b)of the Instructions to Bidders.] |
| | | | 8. Evidence of access to financial resources.<br>9. Name, address, e-mail id, telephone and fax numbers of the Contractors' Bankers<br>[Refer to the details as per information provided in Section2 for Sub Clause 4.3I &(f)of the Instructions to Bidders.] |
| | | | 10.Proposed sub-contractors<br>[Refer to the details as per information provided in Section 2 for Sub Clause 4.3 (h) of the Instructions to Bidders. |
| | | | **1.** Rate references & Indices for Price Adjustment on the Base Date<br>[The Employer shall provide the details as per Section 1, Sub-clause No. 13.5 of the Instructions to Bidders.] |
| | | | 12. The addendum if any<br>13. The record of pre-award clarifications if any |
| **10** | The language of the Contract documents is | 3.1 | English |
| **11** | The law which applies to the Contract is | 3.1 | The laws of Union of India |
| **12** | Engineer actions requiring Employers prior permission | 4.1 | i. Approval of Sub-Contractor;<br>ii. Issue of Variation Orders;<br>iii. Revision of rates;<br>iv. Extension of Time;<br>v. Issue of completion of Works certificates; and<br>vi. Issue of Performance Certificate. |
| **13** | Limit of sub-contracting | 7.1 | Not Applicable |
| **14** | Schedule of Other Contractors | 8.1 | [Details to be provided by the Employer] |
| **15** | Insurance requirements are | 13 | a. The Contractor shall obtain insurance cover for a minimum of Rs. _____ Per occurrence.<br>b. The insurance cover shall be taken initially for a minimum of four occurrences, which shall be revised whenever an event involving Contractor's liability and Plant and Materials for payment arises, and additional insurances shall be taken so as to cover minimum four occurrences always.<br>c. 0.2% of the Contract Amount shall be deducted in the event of failure to obtain the insurance by the contractor within 15 days of Start Date |

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| **16** | Site Investigation Report | 14 | [Details to be provided by the Employer] |
| **17** | The Site Possession Date shall be: | 21.1 | a. Part 1orSection1On<br>b. Part 2orSection2On<br>c. Part 3 or Section 3On |
| **18** | Sole Arbitrator /Arbitral Tribunal | 25 | The Superintending Engineer, Circle/ Joint Director (Geology), shall Be the Sole Arbitrator, or<br>The Chief Engineer… shall be the Sole Arbitrator, or Arbitral Tribunal to be decided later.<br>[Appropriate clause to be provided by the Employer] |
| **19** | The amount to be withheld for late submission of an updated Program shall be | 27.3 | Rs. _____Lakhs. |
| **20** | Payments | 43.1 | **100% PAYMENT WILL BE MADE AFTER FINAL COMPLETION OF THE WORK IN A FINAL BILL. NO RUNNING ACCOUNT BILL WILL BE ENTERTAINED.** |
| **21** | The following events shall also be Compensation Events: | 44 | a. Removal of underground utilities detected subsequently<br>b. Significant change in soil classification<br>c. Seepage, erosion, landslide<br>d. Restriction to access by civil, judiciary or military authority<br>e. Presence of historical, religious or archaeological structures interfering the works |
| **22** | Price adjustment | 47 | Price adjustment is not applicable. |
| **23** | The proportion of payments retained (retention money) shall be | 48 | a. 7.5%from each bill subject to a maximum of 5% of final contract price.<br>b. This amount will be repaid to the Contractor as per Clause 48. |
| **24** | The liquidated damages (LD) for delay in completion of the works | 49.1 | a. The liquidated damages for whole of the works will be @0.05%of the initial Contract price rounded off to nearest thousand, per day.<br>b. For sectional/milestone completion, LD will be recovered @ 0.05% of the initial Contract price for the particular section rounded off to nearest thousand, per day.<br>c. The maximum amount of liquidated damages for the whole of the works is 10 percent of final contract price. |
| **25** | Mobilization Advance | 51.1 | Deleted |
| **26** | Equipment Advance | 51.1 | Deleted |
| **27** | Secured advance for non-perishable materials brought to site | 51.4 | Deleted |
| **28** | Repayment of advance payment | 51.3 | Deleted |
| **29** | Repayment of secured advance | 51.4 | Deleted |
| **30** | The Securities shall be for the following minimum amounts | 52 | i. Performance Security for 3 percent of the contract price, i.e. Rs ……<br>ii. Additional security for unbalanced bids, i.e. Rs……..<br>The standard form of Performance Security acceptable to the Employer shall be an unconditional Bank Guarantee in the format as presented in Section 8. |
| | If "As Built" drawings & O&M | 58.1 | Yes/ No |

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| | | | |
|---|---|---|---|
| | Manual required | | |
| | The date by which "as-built" drawings & O&M Manual are required | 58.1 | 28 days prior to issue of certificate of completion of whole or section of the Work as the case may be for each work within the package. |
| **31** | Format for delivery of "As Built" drawings & O&M Manual | 58.1 | In 2 sets of print and in compact disc (CD) |
| **32** | The amount to be withheld for failing to supply "as built" drawings and/or operating and maintenance manuals by the date required | 58.2 | Rs _____lakh. |
| **33** | The following events shall also be fundamental breach of contract: | 59.2 | 1. The Contractor has contravened Sub-clause 7 of GCC read with SCC and Clause 9.0of GCC.<br>2. The contractor does not adhere to the agreed construction program and agreed environmental management plan (Clause 27 of GCC) and also fails to take satisfactory remedial action as per agreements reached in the management meetings (Clause31) for aperiodof60 days.<br>3. The contractor fails to carry out the instructions of Engineer within a reasonable time determined by the Engineer in accordance with GCC Clause 16.1and 23.1. |
| **34** | The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works | 60 | Shall be 20 percent. |

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# SECTION – 5

# TECHNICAL SPECIFICATIONS

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# Section-5: Technical Specifications

**1.0 General specifications;**

The work will be Construction of Recharge Shaft (Bore Hole) for facilitating rain water recharge to aquifer from roof top occurring beneath the earth surface by sinking of recharge dug well, Platform & Protection Box under state sector scheme of DoWR, Odisha. All the recharge shaft constructed, will be provided with metal protective Chamber with locking system for protection of recharge shaft. The design of typical RRHS is shown in **Drawings attached.**

**1.1** A recharge shaft is necessarily a bore well or tube well, constructed to facilitate entry of rain water directly into the aquifer system existing beneath the ground surface from roof top in order to improve the ground water level and ground water quality of the area. The aquifer system occurs in rock fractures (in hard rock formation) or sandy layers (in alluvial formation) below a few meters of overburden from ground surface. Thus construction of recharge shaft will involve all the process which is involved in the construction of a bore hole inside a recharge dug well, construction of a RCC platform over the recharge dug well and provision of a metal Protection Chamber on the platform which will ensure protection of the structure.

**1.2** The sites for constructions of RRHS have been identified and are listed in table annexed which will be handed over by the department upon signing of contract agreement.

**1.3 Recharge shaft (Borehole) in All Types of formations:**

1.3.1 The list of bore hole sites, with depth are listed in the statement appended with locations. The drawing indicating typical sections of the structures is shown as in **Drawing. T**he process of construction of RRHS involve drilling of pilot hole up to the depth of over burden decided by site in charge/ Field official, lowering and fixing of a casing pipe with strainer (if required) and/or drilling a naked bore hole up to the specified depth. The casing pipe used for over burden will be as per the specifications given. The work also involves carrying down take pipe from roof top & underground, leading to the recharge pit.

1.3.2 The estimated depth (average depth 31 meter) of these recharge shaft, have been fixed depending on the existing water level behavior of the area and the probable depth of occurrence of aquifer system in the areas around the location. Construction of one recharge shaft will include sinking of one dug well, drilling of one Bore hole inside a sinked recharge dug well involving all the process as stated in 1.3.0 in one continuous stretch beginning from drilling to fixing of a well cap, one platform and fixing one metal protection box around the recharge shaft. Therefore, once the contractor brings the drilling rig to the site, he will complete the construction of recharge shaft in one continuous process of drilling, pipe lowering, gravel packing etc. up to the fixing of the well cap. The contractor will immediately make arrangement for compressor and start developing the drilled bore hole till the sand free water discharge is ascertained by the Site In-charge/ Field official. Part work of the construction of recharge shaft is not allowed.

1.3.3 The contractor will deploy trained and experienced driller, skilled, strong and experienced drilling labors for drilling of Bore hole so that the work do not hamper. The contractor will deploy trained rig driver who can drive the rig clearly and safely and make it reach to the drilling spot. The contractor will insure all the labors, drillers, drivers etc. for life as well for minor/major accidents and also for any disability caused due to minor/major accident. The contractor produces the necessary papers of insurance before actual work is commenced. Starting work will not be allowed till necessary verification of insurance has been done for labors (men/women or labor of any other form). The GWD officer in charge will check and certify the authenticity and validity of insurance papers. If any wrong information is stated or used in case of insurance the whole responsibility will be on the contractor.

1.3.4 The concerned Divisional Officer, GWD Division will give the depth of the Bore hole to the contractor in writing and the contractor will not drill more than the depth received from the **concerned GWD Divisional Officer**. The contractor will verify the exact location of the site and then deploy his rig. The contractor will clarify all doubts regarding the site location and depth and then deploy the rig for increasing or decreasing the depth of the Bore well with the site in charge/ Field Official will seek timely permission of the GWD Divisional Officer, and convey the decision to the driller, contractor or his representative.

1.3.5 The contractor will procure and stack material as per specification indicated. The contractor will clean the site, stack the material on site and then deploy the rig. The work will be carried out as per the specifications given in the following paragraphs. The contractor will keep working field book, rig log book, drilling log book, marked

core/strata box, clear drinking water facility, first aid box, leak proof water tanker for drilling work and all necessary arrangements for smooth and healthy atmosphere at site. The contractor will keep perfect communication with site in-charge/field official and the GWD Divisional Officer. If any dispute arises decision of the GWD Divisional Officer concerned, will be final for contractor for the payment towards the works.

1.3.6 The contractor will deploy a suitable drilling rig at sites for completing the work successfully. The use of suitable compressor, casing pipe of requisite dia and depth as specified and complete the recharge shaft. piezometer (borehole) to be ensured by the contractor. The contractor will make arrangement of sufficient drilling rods, drilling bits for rocky terrain, compressor of specified capacity, casing pipes, strainer pipes, drilling mud etc. and complete the work perfectly.

## 2.0 Technical Specifications of Materials

Any rejected materials should be replaced by the contractor at his cost.

Contractor will see the drawings for construction. In this work following quality of materials are required to be used, which should be brought by the contractor at his cost and no any extra payment will be given for carting, loading, unloading, stacking etc. for the materials to be used in the construction of recharge shaft at various locations.

| Sl No. | Materials | Quantity/ Structure |
|---|---|---|
| 1. | bore hole of 125mmx100mm dia in hard rock formation<br><br>125 mm dia. 80 Sch. (ASTM1785D) Plain PVC casing pipe<br>a) without slots<br>b) with slots<br>150 mm. dia. G.I. Pipe (IS 1239)<br>PVC Pipe of 150 mm dia. (4kgf/cm$^2$)<br>PVC Pipe of 110 mm dia. (4kgf/cm$^2$) | As per requirement, specification and as specified in the BOQ. |
| 2. | MS Well Cap with protection chamber made with 18-gauge steel with handle and locking arrangement<br>MS Well Plug<br>Manhole cover | As per requirement, specification and as specified in the BOQ. |
| 3. | (a) Cement (Confirming to IS 8112/ IS1489)<br>(b) Sand (Confirming to IS 383)<br>(c) Metal (12 & 40 mm graded) (Confirming to IS 383)<br>(e) Steel HYSD Bars (Confirming to IS 1786)<br>(f) Bricks (Confirming to IS 12894)<br>(f) Bentonite Powder<br>(g) Tiles (as required)<br>(h) RCC Rings of each 5ft dia. With 1 ft. height (Made up of 6mm dia. MS rod)<br>(i) Filter media include proper graded layers of 40mm metal, 12mm chips and 6 to 10mm size pebbles/ gravels inside the recharge dug well.<br>(j) Primer and weathered paint<br>(k) Any other as per requirement | As per requirement, specification and as specified in the BOQ. |

2.1 All materials required in these works shall be inspected by the GWD Divisional Officer, or his representative before the usage. Necessary testing certificates from testing laboratories certified by Government of ODISHA/ Government of India as per IS norms should be provided by the contractor at his own cost in case of pipe to be lowered in concerned pipe assembly. If no such testing certificate is produced by the contractor, The GWD Divisional Officer may get testing done at the expense of contractor, if need be, and as a result any delay in the work takes place, the employer will not be responsible for the same.

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## 3.0 Detailed Technical Specifications of Materials:

### 3.1 125 mm Dia. PVC Pipes:

| | |
|---|---|
| Wall thickness | The wall thickness of pipe should be 4.85 mm The thickness tolerance shall be as per of IS 1239 (Part I-). |
| Length of Pipe | The length of 5 meters of each pipe, (±) 0.25-meter tolerance will be allowed. However, total length should not be less than recommended by the Executive Engineer, GWD Division-1, Bhubaneswar looking to the hydrogeological condition of the area.<br>1.00 m. Extra lengths of pipes is to be provided above ground level in each piezometer. |
| Diameter | Outer Max. 166.5 mm & Minimum 163.9mm |
| Hydraulic pressure | 50 Kg/Cm2 (Minimum) |
| Weight of pipe | 19.5 Kg/mt. (Minimum) Screwed & Socketed |
| | Tolerance in weight shall be permitted as per of IS 1239 (Part I-) |
| Tensile strength of pipe | At least 320N/ mm2(Minimum) |
| Beveling of Ends | Both ends should be smooth and bevel faced with chamfer of 300± 500 to the perpendicular to axis of the pipes. |

### 3.2 Construction of Recharge Shaft:

3.2.1 Before drilling of bore site shall be cleared of vegetation and debris as per the requirement, specification and as specified in BOQ.

3.2.2 In this contract a recharge shaft will mean a bore hole drilled inside a recharge dug well to a specified depth followed by all procedures for completion of the recharge shaft. The GWD Divisional Officer or his representative officer will declare the bore hole as a recharge shaft, increase its depth as per his decision based on the formation (Strata) at the site. **In case of dispute about the type of strata that encounter during drilling the decision of the GWD Divisional Officer will be final and binding to the contractor for payments of the work**.

3.2.3 After receiving the completion certificate from the Site In-charge/Field official, the contractor will shift the rig, clear and clean the site and **immediately will take up the work of Platform, recharge dug well, protection box etc.** The contractor shall deploy suitable drilling rig with percussion movements and fitted with air compressor with capacity of 300/350 CFM with 150 P.S.I. (per square inch). Contractor shall have to drill the pilot borehole of 150 mm dia. in over burden formation till hard rock is encountered. The depth of overburden will be decided by the Site in-charge/Field Official.

3.2.4 The Site In-charge/ Field Official will recommend casing pipe of 125 mm dia. as per the over burden thickness with inverted reducer at bottom to be used to protect filling of loose weathered materials, one meter of this casing pipes is to be kept above ground level. The top end of this pipe will be threaded on which well cap can be fixed. The Site In-charge/Field Official will inspect the casing pipes before lowering.

3.2.5 The lowering of casing pipe as specified shall be done in the presence of the Site Incharge/ Field Official, by joining the pipes circumstantially with threading uniformly size by using sockets. After lowering of casing pipes, the cement grouting should be provided around the pipes up to depth of about 1.0 mt. By pouring cement slurry around pipes. The bore should be kept idle for 3 to 4 hours to settle the cements slurry. After settlement of cement grouting the annular space around pipes should be filled up by sticky clay, up to ground level.

3.2.6 The GWD Divisional Officer shall have the power to reduce or increase the depth as per hydrogeological conditions. Payment of excess or any item of work & materials shall be regulated as per approved prevailing SOR of Water Resources Department /Building Construction Department/ Drinking water and sanitation department of ODISHA.

3.2.7 Samples of drill cuttings taken at every 3 mts or as per change of strata depth or shorter interval as per Site In-charge/Field Official instruction if strata change, shall be carefully preserved at site in strata box so that any dispute regarding strata for payments.

3.2.8 After completion of drilling the recharge shaft shall be cleaned and developed by the air compressor till sand/rock cutting free discharge is obtained, to the satisfaction of the Site In-charge/Field Official. The contractor should give perfect sounding of drilling depth before shifting of rig to representative of GWD Divisional Officer or the Site In-charge/Field Official. Other activities of the contract i.e. sinking of recharge dug well using RCC Rings, construction

of RCC Platform, fixing of metal protection box etc. shall be taken up immediately by the contractor by informing the Site In-charge/Field Official. Once the drilling and other associated work is completed and the completion certificate will be obtained by the contractor from the Site In-charge/Field Official and submitted to the Concerned GWD Divisional Officer.

3.2.9 The measurement for the depth of the piezometer and pipes will be done by the Site In-charge/ Field Official and the contractor will be paid accordingly. If the depth of bore hole exceeds the specified depth the contractor will not be paid for the extra depth.

## 3.3 Construction of Platform and pavement with Protection Chamber (As Per Drawing)

### 3.3.1 Platform and pavement

| |
|---|
| Earth work excavation in stony earth and gravel mixed with stone and boulder not exceeding on 0.014 cum in volume within 50m initial lead and 1.5m initial lift including rough dressing and breaking clods and max.5 cm to 7 cm and lying-in layer not exceed 0.3 mtr in depth as per Specification approved by the department. |
| Filling the F & P with sand well-watered and rammed etc. complete |
| Cement concrete (1:3:6) with 40 mm. size H.G. Metal - |
| Rigid smooth centering, shuttering for RCC Work - |
| C.C. (1:2:4) with 12 mm. size crusher broken granite chips including cost, carriage, royalty of all materials and all labour charges etc complete. |
| Supplying & fitting of 5/8 " x 6" size Steel Nut bolts - |
| 12 mm. thick cement plaster over brick work in C.M. (1:6) including cost, carriage, royalty & all labour charges etc. complete. |
| Fitting of Chequered tiles on floor on 25 mm thick bed of cement mortar 1:1 including cost, carriage, royalty of all materials & all labour charges etc. complete |
| Primer one coat over wall surface including cost, carriage, taxes & all labour charges etc. |
| Wall painting two coats with weather paint of approved shade on wall surface - |

### 3.3.2 Protection Chamber

Protection Chamber for the recharge shaft at all locations is to be supplied and fixed at all the sites as per specifications given below and size as per drawing.

| | |
|---|---|
| a. | Cost, carriage & all taxes of 18-gauge MS Sheet for Protection Chamber - |
| b. | Cost, carriage & all taxes of 25x6 mm size MS Flat for Protection Chamber - |
| c. | Supplying of 02 Nos of good quality Internal panel Locking arrangement on front door and Top Cover. |
| d. | Supplying of good quality 02 Nos. Hydraulic Hinges. |
| e. | Supplying of 2 nos. steel SS Handle. |
| f. | Supplying of 4 nos. best quality 6 “SS tower bolt.<br>Two holes on RHS & LHS angle (inside) to be fastened with the 5/8 size SS anchor bolts grouted in the top RCC slab of Platform. |
| g. | Red-oxide primer coat and 2 coats enamel paint. Denting, priming &Spray painting with approved metallic enamel Paint including Hiring of Spray Machine, labour charges & cost of all materials - LS |
| h | Corners to be moulded instead of joint welding |
| i | Writing of Well ID and Department Name<br>by good quality of Enamel Paint |
| j | Equidistant holes [5 mm dia.] on LHS & RHS walls with spacing of 100mm<br>spacing for cross- ventilation. |

## 3.4 Construction of Recharge Pit:

Providing and installation of recharge pit constructed with precast RCC well rings of approved size and thickness, placed concentrically and vertically to form the shaft, including excavation, bed preparation, joint sealing and all necessary works complete as per approved drawings, specification and BOQ including filling with graded filter media within well rings to facilitate quality groundwater recharge.

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The internal diameter of Pre-Casted RCC Ring will be of 1500mm with height 300mm, wall thickness of 80 mm & reinforced with 6mm dia. MS rod. M15 (1:2:4) concrete mix to be used for making RCC Ring.

### 3.5 Filter Media:

Providing and laying of filter media in the recharge pit using graded materials, as indicated in the BOQ

| |
|---|
| Supplying & spreading of **40mm metal for filter** in recharge pit including cost, conveyance, royalty etc complete. |
| Supplying & spreading of **12 mm chips for filter** in recharge pit including cost, conveyance, royalty etc complete. |
| Supplying & spreading of filter media **(Pebbles/Gravel)** of 6mm to 10 mm size |

### 3.6 160 mm PVC Pipe Connection and construction of Guard Wall:

The 160 mm dia PVC pipe (4 kg/cm²) conforming to IS 4985 shall form an integral part of the recharge shaft system, conveying collected surface runoff from the catchment to the recharge pit through a properly designed inlet arrangement. The pipe shall be laid to the required line, level and gradient to ensure smooth gravity flow and shall discharge water into the filter media zone for effective filtration and groundwater recharge. The pipe shall be securely supported and protected within the guard wall structure, with necessary openings provided during construction and the annular space properly sealed with cement mortar to prevent leakage and ingress of soil. The guard wall shall provide structural stability and protection against external damage, ensuring safe, durable and efficient functioning of the recharge system, complete in all respects as per the direction of the GWD Divisional Officer.

### 3.7 Dewatering, Bore Stabilization using Bentonite, and Cleaning Operations

**3.7.1** Dewatering of excavation and bore shall be carried out as required during the execution of the work to keep the foundation and drilling area dry and workable, using suitable pumps and equipment, and disposing of water away from the site without causing inconvenience or damage to nearby structures.

**3.7.2** During drilling of the bore, bentonite powder of approved quality shall be used, where necessary, for stabilization of bore walls and prevention of collapse, by preparing and maintaining suitable drilling slurry as per site conditions.

**3.7.3** After completion of installation of casing pipe and filter media, the entire system shall be thoroughly washed and cleaned by flushing with clean water to remove fine particles, drilling residue, and any obstruction, ensuring proper flow and effective functioning of the recharge shaft. All operations shall be carried out as per the direction of the GWD Divisional Officer.

### 3.8 Recharge Dug-Well:

A recharge dug well is to be sunk at site for a depth of 4300 mm and dia. 1500mm (internal) by using RCC rings as per the detailed specification shown in the drawing. Inside the dug well a filter bed has to be created by filling the filter materials at the bottom up to a height of 900mm. The Recharge dug well will house the recharge shaft just at the centre and facilitate storing/ retaining the runoff water entering the dug well temporarily during which the water will be recharged through the filter bed at the bottom as well as enter into the recharge shaft on side.

### 3.9 Records:

A strata chart in the standard form approved by the Site In-charge/ Field Official shall be maintained at the site and shall contain the following information.

a. Description and depth of various strata encountered.
b. Strata level below ground level.
c. Diagram showing exact location of filters, blank pipes for each bore.
d. Position of joints between slotted and blank pipes.
e. Rate of progress of drilling on time log basis.
f. 4 copies of strata chart will be forwarded to Field Official at the time of handing over of the piezometer.

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### 3.10 Drilling beyond Specified Depth and Abandoning Drilling work:

a) No drilling beyond the depth mentioned in the tender shall be done without prior written instructions of the GWD Divisional Officer or Site In-charge/Field Official. The GWD Divisional Officer shall have the power to reduce or increase the depth of the recharge shaft by 10% of the shaft. Payment of excess work shall be regulated as per tendered rate for the estimated depth.

b) If the work of recharge shaft cannot be completed because of any fault on the part of the contractor and work has to be abandoned at that stage, because of faulty workmanship or negligence of the agency, no payment shall be made.

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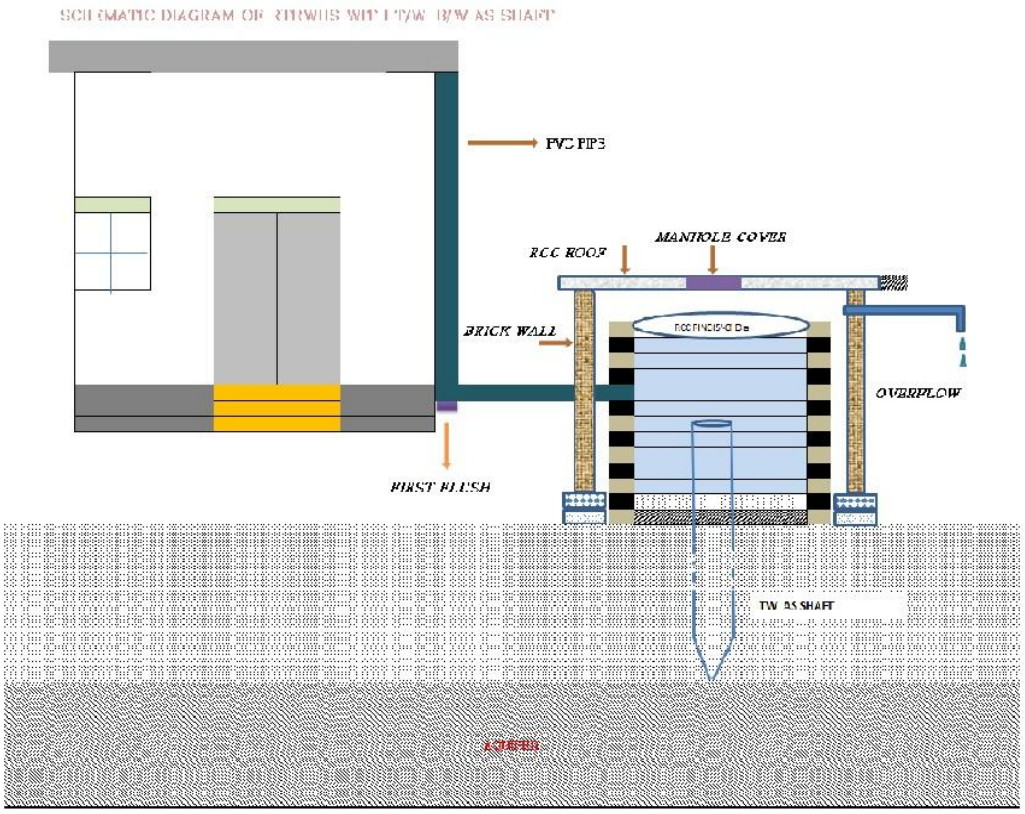
# SECTION – 6
# DRAWINGS

## To be included as per Detailed Design Report

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# SCHEMATIC DIAGRAM OF RRHS




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# LIST OF SITES

| S/n | District | BLOCK/ULB | Location |
|---|---|---|---|
| 1 | GANJAM | BRAHMAPUR | Construction of Roof Top Rainwater Harvesting Structure at Quarter Building of Chief Engineer & Basin Manager of Rushikulya Bahuda basin in Brahmapur Urban area under Ganjam District for the F.Y. 2026-27. |
| 2 | GANJAM | BRAHMAPUR | Construction of Roof Top Rainwater Harvesting Quarter Building of Additional Chief Engineer & Basin Manager of Rushikulya Bahuda basin in Brahmapur Urban area under Ganjam District for the F.Y. 2026-27. |

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# SECTION – 7

# BILL OF QUANTITIES

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# BILL OF QUANTITIES

## Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Technical Specification and Drawings.
2. The Quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment with be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices at the Engineer may fix with in the terms of the Contract.
3. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labor, supervision, materials, erection, "maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
4. The rates and prices shall be quoted entirely in Indian Currency.
5. A rate of price shall be entered against each item in the Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
6. The whole cost of complying with provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no Items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
7. General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before entering rates of prices against each item in the Bill of Quantities.
8. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer.
9. The method of measurement of completed work for payment shall be in accordance with specification of Road and Bridge Works published by the Ministry of Surface Transport(edition).
10. Any arithmetic errors in computation or summation will be corrected by the Employer as follows:

a. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern: and

b. Where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit price and the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer, there is an obviously gross misplacement of the Decimal point in the unit price, in which event the total amount as quoted will govern and the unit rate will be corrected.

11. Rock is defined as all materials which, in the opinion of the Engineer, require blasting, or the use of metal wedges and sledge hammers, or the use of compressed air drilling for its removal, and which cannot be extracted by ripping with a tractor of at least 150 kw with a single rear mounted heavy duty ripper.

Contractor

Sd/-
Hydrologist
GWD Division Brahmapur

**Construction of Roof Top Rainwater Harvesting Structure at Quarter Building of Chief Engineer & Basin Manager of Rushikulya Bahuda basin & Quarter Building of Additional Chief Engineer & Basin Manager of Rushikulya Bahuda basin in Brahmapur Urban area under Ganjam Districtfor the financial year 2026-27**

| Sn | Description of item | Unit | Qty | Rate | Amount |
|---|---|---|---|---|---|
| 1 | Dismentling and removing cement concrete including stacking the useful materials for reuse and removing the debries within 50 m. Lead etc. complete | cum | 7.56 | 877.16 | 6631.33 |
| 2 | Earth work in stoney earth and gravels mixed with stone and boulder not exceeding 0.014 cum. In volume within 50 m. initial lead and1.5 m. initial lift including rough dressing etc. complete. | cum | 54.76 | 441.17 | 24158.47 |
| 3 | Cutting and disintegrated rock not requiring blasting to be removed by pick axes and crow bars and depositing materials with in 50 mtr initial lead and 1.5 mtr initial lift including rough dressing etc. complete | cum | 9.24 | 1109.32 | 10250.12 |
| 4 | Cutting and disintegrated rock not requiring blasting to be removed by pick axes and crow bars and depositing materials with in 50 mtr initial lead and 1.5 mtr initial lift including rough dressing etc. Complete | cum | 5.54 | 1487.97 | 8243.35 |
| 5 | Supplying & Laying of 5ft. (1.52mt.)x 1.00 ft. RCC ring including cost and transportation etc. complete. | No | 28.00 | 1400.00 | 39200.00 |
| 6 | Laying of stone boulders dry packing in apron and revetment with hard granite stone including spalls for filling and wedging cost, carriage etc. Complete. | cum | 3.26 | 2191.44 | 7144.09 |
| 7 | Cement Concrete (1:3:6) by using 4cm. Size H.B.G. (C.B.) metal including cost, conveyance etc. complete. | cum | 0.84 | 6258.71 | 5257.32 |
| 8 | Cement Concrete (1:2:4) with 12mm. Size C.B.granite chips (Crusher broken) for Rcc works including all cost, conveyance , royality etc. complete. | cum | 1.64 | 7882.29 | 12926.96 |
| 9 | Supplying,fitting & Placing of HYSD bar Reinforcement cover plate including cost and carriage etc. complete. (Steel ) | Qntl | 0.80 | 9092.51 | 7274.01 |
| 10 | Rigid and smooth centering and shuttering for R.C.C. works including false works and dismentalingthen after casting including cost of materials complete. | sqm | 9.68 | 769.64 | 7450.12 |
| 11 | Flyash Brick masonary in cement mortar (1:6) of size (23x11x8cm)by using 9" size including all cost, conveyance etc. complete. | cum | 7.91 | 5891.83 | 46604.38 |
| 12 | 12 mm Thick cement plaster over brick work in C.M. (1:6) including cost,conveyance,royality of materials etc complete. | sqm | 95.22 | 210.06 | 20001.91 |
| 13 | Site clearance for cutting bushes cleaning the sites etc. Complete. | sqm | 1800.00 | 2.86 | 5148.00 |
| 14 | Filling of 6mm to 8mm C.B. Granite Chips including cost, carriage etc., complete. | cum | 3.26 | 2980.50 | 9716.43 |
| 15 | Filling foundation and plinth with sand and well watered & rammed including cost, carriage etc. complete. | cum | 6.80 | 925.40 | 6292.72 |
| 16 | Drilling of perfectly vertical Bore Hole of 125/100mm dia in hard rock formation as required to the site condition as per direction including cost of accessories ,tools,& plants,consumables & rig charges etc. Complete | mtr | 80.00 | 809.50 | 64760.00 |
| 17 | Cost & Carriage of 125mm dia, 80 Sch. PVC Pipe in perfectly vertical position including cost of pipes Etc. Complete | mtr | 60.00 | 1379.56 | 82773.60 |
| 18 | Washing and Development of walls by compresure. | No | 2.00 | 3511.00 | 7022.00 |
| 19 | Supplying & laying and Fixing of 160mm (OD) PVC pipe ( 4 kg/cm2) of including all cost for socket ,bend,solvent transporation of pipes etc. complete. | mtr | 82.00 | 1418.45 | 116312.90 |
| 20 | Supplying & laying and Fixing of 110mm (OD) PVC pipe ( 4 kg/cm2) of including all cost for socket ,bend,solvent transporation of pipes etc. complete. | mtr | 123.60 | 806.13 | 99637.67 |
| 21 | Supplying & fitting of 110x160mm R/S | No | 15.00 | 600.00 | 9000.00 |

Contractor

Sd/-
Hydrologist
GWD Division Brahmapur

| | | | | | |
|---|---|---|---|---|---|
| 22 | Suppling and Fixing Vitrified Floor Tiles in floors of Primium Grade having thickness 8mm to 10mm. confirming IS 15622: 2006 coloured of Size 600mm x600mm of Special coloured / Printed Series fioor tiles dedoes Skirting & riser of Steps in 25mm thick Cement mortar (1;1)with jointed with neat cement slurry Mixed with pigment to match the shades of the tiles including Rubbing and polising complete including Cost, Conveyance, taxes and Royality all Materials,labour with T & P Complete in all respect. | sqm | 23.80 | 1660.04 | 39508.95 |
| 23 | Filling foundation & plinth with excavated material including watering & ramming etc. complete | cum | 44.28 | 294.11 | 13023.19 |
| 24 | Supplying & fixing of Man hole size 2ft x 2ft including cost of G.I plate, 11/2" angle and labour charges transportation, fabrication, coloring etc. complete. | No | 1.00 | 2900.00 | 2900.00 |
| 25 | Supplying and Fixing of 110mm dia PVC Gate Valve etc. complete. | No | 15.00 | 1500.00 | 22500.00 |
| 26 | MS Well cap | No | 2.00 | 500.00 | 1000.00 |
| 27 | Supplying & fitting of MS flat clamp with priming and painting . | No | 96.00 | 40.00 | 3840.00 |
| 28 | Fabrication,carriage & installation of MS Metal protection chamber made of 18 gauge steel with handle and locking arrangement including denting, priming & Colouring,transpotation and labour charges for fabrication works with Writting of name plate and other Deptt. information etc. complete. | No | 1.00 | 15000.00 | 15000.00 |
| 29 | Supplying & fixing of GI.Plate size 3ft x 3ft and 11/2" angle,Colouring,Writing of name plate,transpotation,Earth work Excevation ,C:C(1:2:4),C:C(1:3:6)and labour charges for fabrication works,Colouring red oxide,emulsion paint,Writting of name plate & Deptt. information etc. complete for 1 No. | No | 1.00 | 6908.47 | 6908.47 |
| | | | | Total | 700485.98 |
| | | GST | 0.18 | Rs. | 126087.48 |
| | | | All Total | Rs. | 826573.45 |
| | | | Or, | **Say** | **826600.00** |
| RUPEES (EIGHT LAKHS TWENTY-SIX THOUSAND SIX HUNDRED) ONLY | | | | | |

*Note:*

1. Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the bill of quantities.
2. Unit rates and prices shall be quoted by the bidder in Indian rupee.

Contractor

Sd/-
Hydrologist
GWD Division Brahmapur

# SECTION – 8

# SECURITIES AND OTHER FORMS

- Performance Bank Guarantee
- Bank Guarantee for Advance Payment
- Letter of Acceptance
- Agreement form
- Notice to Proceed with the Work
- Undertaking regarding Minimum wages

Contractor

Sd/-
Hydrologist
GWD Division Brahmapur

# PERFORMANCE BANK GUARANTEE

To

_____[Name of Employer]

_____[Address of Employer]

_____

**WHEREAS**_____[name and address of Contractor] (here after called "the Contractor") has undertaken, in pursuance of Contract No._dated_____to execute_____[name of Contract and brief description of Works] (herein after called "the Contract").

**AND WHEREAS** it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

**ANDWHEREAS** we have agreed to give the Contractor such a Bank Guarantee:

**NOW THEREFORE** we here by affirm that we are the Guarantor and responsible to you on Behalf of the Contractor, up to a total of_____[amount of Guarantee] *_____(in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without caviler argument, any sum or sums within the limits of_____[amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

This guarantee shall be valid until 28 days from the date of expiry of the Defect Liability Period.

Signature and Seal of the guarantor_____ Name of Bank_____ Address

_____ Date ____

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**An amount shall be inserted by the Guarantor, representing the percentage the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.*

Contractor

Sd/-
Hydrologist
GWD Division Brahmapur

(Letter head paper of the Employer)

## *Letter of Acceptance*

_____[date]

To:_____ Contractor]

Dear Sir(s)

[name and address of the Contractor}

This is to notify you that your Bid dated_____for execution of the _____[Name of the contract and identification number, as given in the Instructions to Bidders] for the Contract Price of Rupees_____ (_____) [amount in words and figures], as corrected and modified in accordance with the Instructions to Bidders[1] is here by accepted by our Agency.

We note that as per bid, you do not intend to sub contract any component of work (Or)

We note that as per bid, you propose to employ_____as sub-contractor for executing_____

*(Delete whichever is not applicable)*

You are hereby requested to furnish Performance Security and Additional Performance Security (if any) intheformdetailedinPara34.1of ITB for an amount of Rs..... within **21** days of the receipt of this letter of acceptance and sign the contract failing which action as stated inPara34.3 of ITB will be taken.

We have reviewed the construction methodology submitted by you a long with the bid in response to ITB Clause 4.3[k] and our comments are given in the attachment. You are requested to submit a revised program including environmental management plan as perClause27of Conditions of Contract within 14 days of receipt of this letter.

Yours faithfully,

Authorized Signature

Name and Title of Signatory Name of Agency

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[1]*Delete"corrected and "or" and modified "if only one of the sections applies. Delete "as corrected and modified in accordance with the Instructions to Bidders "if corrections or modifications have not been effected.*

[2]*To be used only if the Contractor disagrees in his Bid with the Adjudicator proposed by the Employer in the "Instructions to Bidders."*

Contractor

Sd/-
Hydrologist
GWD Division Brahmapur

# Contract Agreement Form

This agreement, made the _____ day of _____2026, between_____[name and address of Employer] (herein after called "the Employer)" of the one part and _____ _____[name and address of contractor] (herein after called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor [insert name of the work],[name and identification number of Contract](herein after called "the Works")and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a contract price of Rs.....

NOW THIS AGREEMENT WITNESSES has follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as herein after mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
    i. Letter of Acceptance
    ii. Notice to proceed with the works
    iii. Contractor's Bid
    iv. Contract Data
    v. Conditions of Contract (including Special Conditions of Contract)
    vi. Specifications
    vii. Drawings
    viii. Bill of Quantities (Optional)
    ix. Payment Schedule and
    x. Any other document listed in the Contract Data as forming part of the contract.

In witness where of the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of_____ was here

unto affixed in the presence of: Signed, Sealed and Delivered by the said

_____

In the presence of:

Binding Signature of Employer_____

Binding Signature of Contractor _____

Contractor

Sd/-
Hydrologist
GWD Division Brahmapur

# Notice to proceed with the work

[*Letter head of the Employer*]

————————[*date*]

To

[*Name and address of the Contractor*]
————————————————
————————————————

Dear Sirs:

Pursuant to your furnishing the performance security [*and additional performance security*]as stipulated in ITB clause 34 and signing of the contract agreement on [*date*]for the work "[*insert name of the work*]"at the Contract Price of Rs. [_____], you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

[*Signature, name and title of signatory authorized to sign on behalf of Employer*]

Contractor

Sd/-
Hydrologist
GWD Division Brahmapur

# COMPLIANCE WITH MINIMUM WAGES AND VARIABLE DEARNESS ALLOWANCE

The contractor shall comply with all applicable labour laws, statutory rules, notifications and directions issued by the Government of Odisha and the competent labour authorities from time to time.

The contractor shall pay all workers engaged in the execution of the work not less than the applicable minimum wages, including Variable Dearness Allowance (VDA), notified by the Labour Commissioner, Odisha, or any other competent authority.

In accordance with Labour Commissioner's Notification No. 8393/LC dated 08.10.2026, the daily minimum wage rates, inclusive of VDA, effective from 01.10.2026 are as follows:

| Category of worker | Daily minimum wage inclusive of VDA |
|---|---|
| Unskilled | ₹478 |
| Semi-skilled | ₹528 |
| Skilled | ₹578 |
| Highly skilled | ₹628 |

The contractor shall ensure that the applicable minimum wages and VDA are revised and paid in accordance with any subsequent notification issued by the competent authority.

The contractor shall maintain proper wage registers, attendance records and other statutory records and shall produce them before the Engineer-in-Charge or other authorized officer whenever required.

The contractor shall be solely responsible for compliance with applicable labour legislation and for payment of wages and other statutory dues to the workers engaged in the work. Any statutory liability arising from non-compliance shall be dealt with in accordance with the applicable law and contractual provisions.

Nothing contained in the contract shall authorize payment of wages below the minimum rates legally applicable to the workers concerned.

# UNDERTAKING TO PAY MINIMUM WAGES

I do hereby undertake that I shall pay wages at the applicable minimum daily rates, inclusive of Variable Dearness Allowance (VDA), as notified by the Labour Commissioner, Odisha, vide Notification No. 8393/LC dated 08.10.2026, effective from 01.10.2026, i.e., ₹478/- (Rupees Four Hundred Seventy-Eight only) for unskilled, ₹528/- (Rupees Five Hundred Twenty-Eight only) for semi-skilled, ₹578/- (Rupees Five Hundred Seventy-Eight only) for skilled, and ₹628/- (Rupees Six Hundred Twenty-Eight only) for highly skilled workers engaged in the execution of the work, or at such revised rates as may be notified by the Government from time to time, in accordance with the applicable minimum wage laws.

**Date:** **CONTRACTOR.**

Contractor

Sd/-
Hydrologist
GWD Division Brahmapur