



**PANCHAYATI RAJ & D.W DEPARTMENT
GOVERNMENT OF ODISHA**

**DTCN FOR DESIGN & EXECUTION OF 'D' & 'E' TYPE RESIDENTIAL
QUARTER AT BAHALDA RWS&S SUB-DIVISION OFFICE CAMPUS
UNDER RWS&S DIVISION, RAIRANGPUR IN THE DISTRICT OF
MAYURBHANJ.**

**PART-I: GENERAL & TECHNICAL BID
RURAL WATER SUPPLY & SANITATION ORGANIZATION**

Name of Work: Construction of "D" type ear marked Quarter for Assistant Executive Engineer, RWS&S Sub- Division, Rairangpur-II at Bahalda RWS&S Sub- Division Office Campus and Construction of "E" type ear marked Quarter for RWS&S Section, Bahalda at Bahalda RWS&S Sub- Division Office Campus under RWS&S Division, Rairangpur in the District of Mayurbhanj.

IDENTIFICATION NO. 16 OF 2026-27 Dated:- 03.08.2026

GOVERNMENT OF ODISHA

AGREEMENT NO.....

NATIONAL COMPETITIVE BIDDING

NAME OF WORK : Construction of "D" type ear marked Quarter for Assistant Executive Engineer, RWS&S Sub- Division, Rairangpur-II at Bahalda RWS&S Sub- Division Office Campus and Construction of "E" type ear marked Quarter for RWS&S Section, Bahalda at Bahalda RWS&S Sub- Division Office Campus under RWS&S Division, Rairangpur in the District of Mayurbhanj.

PERIOD OF SALE OF BIDDING DOCUMENT : 9 hours of 10.08.2026 to 17.30 hours of 24.08.2026

TIME AND DATE OF PRE BID CONFERENCE : DT. 12.08.2026 at 11.00 hours

LAST DATE AND TIME FOR RECEIPT OF BIDS : DT- 24.08.2026 up to 17.30 hours

***TIME AND DATE OF OPENING TECHNICAL BIDS** : DT- 25.08.2026 At. 11.00 hours onwards

***TIME AND DATE OF OPENING FINANCIAL BIDS** : To be announced later

PLACE OF OPENING OF BIDS : O/o Executive Engineer, RWSS Division Rairangpur

OFFICER INVITING BIDS: EXECUTIVE ENGINEER, RWSS DIVISION RAIRANGPUR

INVITATION FOR BID (IFB)

GOVERNMENT OF ODISHA
OFFICE OF THE EXECUTIVE ENGINEER, RWS&S DIVISION, RAIRANGPUR

INVITATIONS FOR BIDS (IFB) THROUGH E-TENDERING
NATIONAL COMPETITIVE BIDDING
Bid Identification No. 16 OF 2026-27 Dated: - 03.08.2026.

1.The Employer [**Executive Engineer, RWS&S Division, Rairangpur**] on behalf of Governor of Odisha invites bids from bidders of eligible class of contractors registered with the State Government and bidders of equivalent Grade / Class registered with Central Government / MES / Railways having experience in **similar nature of works** for the works detailed in the table below to be eventually drawn in PWD form **P-1** on **percentage rate** basis. The bidders may submit bids for any or all of the following works.

Sl. No	Name of the work	Approx. value of work (Rs in lakh)	EMD (Rs)	Cost of bid document (Rs.)	Class of contract or	Period of completion
1	2	3	4	5	6	7
1	Construction of "D" Type ear Marked Quarter for Assistant Executive Engineer, RWS&S Sub-Division, Rairangpur-II at-Bahalda RWS&S Sub-Division Office Campus under RWS&S Division, Rairangpur in the District of Mayurbhanj.	₹ 45.80	₹ 46,000.00	₹ 6,000.00	"B" ONLY	08 months
2	Construction of "E" Type ear Marked Quarter for Assistant Engineer, RWS&S Section, Bahalda. at-Bahalda RWS&S Sub-Division Office Campus under RWS&S Division, Rairangpur in the District of Mayurbhanj.	₹ 55.20	₹ 56,000.00	₹ 10,000.00	"B" ONLY	08 months

2. Contractors registered elsewhere but not registered with Government of Odisha can also participate in the e- procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of work / signing of the Agreement as per prevalent registration norms of the State, failing which the bid security shall be forfeited and the said bid shall stand cancelled.

3. The Bid documents shall be available in the website: <https://tendersorissa.gov.in> from **DT.10.08.2026 AT 09.00 hours to DT. 24.08.2026 AT 17.30 hours**. The bid document can be downloaded from website, for submission of the bid in the prescribed format, by the intending bidder. The bid cost shall be non-refundable.

4. Bids shall be received only "on-line" on or before **DT- 24.08.2026 AT 17.30 hours**. The bidders desirous to participate in bidding must possess compatible Digital Signature Certificate of Class-II or Class-III and should follow the changes/ modifications/ addendum to DTCN if any.

5. Pre bid meeting shall be held on **Dtd-12.08.2026 At 11.00 Hours** [O/O EE, RWSS DIVISION RAIRANGPUR] to clarify the issues and to answer question on any matter that may be raised at that stage as stated in Clause 9.2 of the bidding document i.e. 'Instruction to Bidders'.

6. Bids must be accompanied with electronic receipt obtained through payment gateway of designated banks listed in Government e-procurement portal for bid security and cost of bid documents as specified for the work in the table along with bid documents during on line submission vide Office Memorandum No. 17254 dated 05.12.2017 of Works Department, Govt. Of Odisha.

7. Bids received on-line on due date and on time shall be opened on **11.00 hours dt. 25.08.2026** in the office of EE RWSS DIVISION RAIRANGPUR in the presence of the bidders or their authorised representations who wish to attend. Bidders can witness the opening of bids after logging on to the site through 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.

8. Other details can be seen in the bidding documents (DTCN).

9. The authority reserves the right to cancel any or all bids without assigning any reason.

10. **Joint venture deed with eligible registered electrical contractors along with other relevant documents for composite Building as per Clause-4.2 (c) of DTCN.**

11. The system generated acknowledgement receipt along with original copies of all the documents that have been uploaded in the e-tender website by the bidder should be submitted to the EE RWSS DIVISION RAIRANGPUR for verification within a specified period after intimation to the bidders.

12. While evaluating tenders, provisions made in OPWD Code will be strictly followed. Also, the Govt. Circulars issued from time to time will be followed strictly.

13. In case of Engineer Contractor not having availed EMD exemption in more than two works an undertaking to the effect that *"Being an Engineer Contractor, I have not availed EMD exemption in more than two works in this financial year of 2026-27"* has to be clearly mentioned in the Affidavit. The Engineer Contractor has to upload all the pages of licence including blank pages for verification of entries made in award if works with exemption of EMD.

14. The Bid must be accompanied with Earnest Money Deposit (EMD) @ 1% of the amount put to tender through online payment.

15. All amendments, time extension, clarifications etc. will be uploaded in the website only. Bidders should regularly visit the above website to keep themselves updated.

16. The authority reserves the right to cancel any or all bids without assigning any reason there of what so ever.

17. The Bidder is advised to visit the site and make him conversant about the site requirement before bidding.

Address of the tender inviting authority

Executive Engineer, RWS&S Division, Rairangpur

At/Po: Rairangpur

Ph:8280408055

Email: eerwss.rai@gmail.com/eerwss_rai@nic.in

[Executive Engineer, RWSS DIVISION Rairangpur]

SECTION 1

INSTRUCTION TO

BIDDERS (ITB)

A. GENERAL INSTRUCTIONS

1. Scope of Bid

- 1.1. The Employer EXECUTIVE ENGINEER, RWSS DIVISION, RAIRANGPUR, State of Odisha through online invites bids for the works namely [

.] on P1 contract basis with design & execution and maintenance thereafter. (As defined in these documents and referred to as “the work”)

- 1.2. The successful bidder will be expected to complete the works by the intended completion date specified in the Contract.
- 1.3. Throughout these bidding documents, the terms 'bid' and 'tender' and their derivatives (bidder, tenderer, bid/ tender, bidding/ tendering, etc.) are synonymous. Contractor means the selected bidder for the work

2. Source of Funds

- 2.1. The expenditure on this project shall be met from the budget, Govt. of Odisha / Govt. of India / **state plan**-. (Residential Building for the financial Year 2026-27)

3. Eligible Bidders

- 3.1 This *Invitation for Bids* is open to all bidders registered with the Govt of Odisha or other state Govt / Govt of India / MES / Railways for execution of similar nature of work in particular. Bidders are advised to note the minimum qualification criteria specified in the “Instruction to Bidders” to qualify for the award of contract.
- 3.1.1. A Bidder shall be deemed to have the nationality of India.
- 3.1.2. Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law.
- 3.1.3 Registered Contractor of **(B)** of Odisha State PWD or equivalent class of CPWD / Railway / MES / Central or other State Govt. Proof of registration is to be furnished along with the tender. Contractors registered elsewhere but not registered with Government of Odisha can also participate in the e-procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of work / signing of the Agreement as per prevalent registration norms of the State failing which the bid security shall be forfeited the said bid stands cancelled.
- 3.1.4. **A Contractor having any incomplete similar nature of work at hand under THIS DIVISION with more than two years time over run from schedule date of completion will be considered as Technically disqualified.** He has to give an undertaking to that effect in his Affidavit that is “I am not having even a single similar nature of work at my hand with more than one year over run from schedule date of completion under RWSS Circle, Balasore as on bid submission date.”
- 3.1.5 The Contractor having poor performance is not eligible to take part in this tender process and his all of the bids will be technically disqualified.

- 3.1.6 While evaluating tender for grant of concession to SC/ST contractors, Govt. Circular No. 16/370-27748 dt. 11.10.1977 will be considered and provision made in the OPWD Code Vol. I & Volume II will also be followed. Price preference of 10% will be given to the Contractor belonging to SC / ST Category over General Caste contractor on submission of Affidavit for availing the benefit of price preference.
- 3.1.7. In case of Engineer Contractor not having availed EMD exemption of more than 2 works following undertaking has to be clearly mentioned in the Affidavit "Being an Engineer contractor I have not availed EMD exemption in more than two works in the financial year of **2026-27**".
- 3.1.8. Engineer contractor has to upload all pages of Licence including blank pages for verification of entries made on award of work with exemption of EMD.
- 3.1.9. Engineer contractor belonging to SC / ST category can not avail 10% price preference over the General caste Contractor. He can avail exemption of EMD for three nos of works in the financial year. Facilities availed by SC / ST Contractors cannot be availed to an Engineer contractor belonging to SC / ST Category.
- 3.1.10 Original Affidavit along with wanting documentation if any will be received during verification of bid, original documents etc. within a specified period after opening of the tender.
- 3.1.11 While evaluating tenders, provision made in the OPWD code and Govt. Circular issued from time to time will be strictly followed.
- 3.1.12 Project having Administrative Approval cost more than 20 lakhs and above is subject to third party inspection by TPQQM unit appointed by this Department.
- 3.1.13 Earnest Money Deposit (EMD) @ 1% of the amount put to tender is required for participating in this tender process.
- 3.2 All bidders shall provide in Section 2, Forms of Bid and Details of Bidder.

The relevant documents and information as provided in Section 2 shall be typed or written in indelible ink and signed by the authorised signatory of the applicant / bidder who shall also initial each page. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the proposal. The Bid shall contain page numbers and shall be bound together in hard cover / spirally bounded. The same should be submitted to the Authority before opening of the Technical Bid in online.

- 3.3 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices.
- 3.4. **History of Litigation and Criminal Record:** If any criminal cases are pending against the Contractor (him / her / partners) at the time of submitting the tender / later, then the tender shall be summarily rejected.
- 3.5. The Contractor has to furnish a declaration that no near relatives are working in the cadre of an Assistant Engineer/ Assistant Executive Engineer and above in Rural Water Supply & Sanitation (RWS&S) of State of Odisha.

4 Qualification of the Bidder (Test of Responsiveness)

- 4.1. Prior to evaluation of bids, the Authority shall determine whether each bids is responsive

to the requirements of the bid document. The bid shall be considered responsive only, if;

- (a) It is received as per formats provided at Appendix of Section 2;
- (b) It contains all the information and documents (complete in all respects) as requested in this bid document;
- (c) it contains information in formats same as those specified in this bid document;
- (d) it is accompanied by the Power of Attorney;
- (e) it contains proof of Bid Security cost of the Bid document through on-line payment.
- (f) Certificate from the Chartered Accountant specifying the financial turnover for the years to be taken into consideration as per Annexure-I (in section-2);
- (g) It does not contain any condition or qualification; and The contractor or his identified sub-contractor (Permissible in case of Composite bids only) should possess and furnish required valid license for Civil, Electrical and P.H. works having both legal competency and expertise in Civil, Public Health and Electrical Engineering works need put tenders for this composite work and the documentary evidence under appropriate Act in support of their legal competency and expertise to execute Civil, Electrical and P.H. work invariably should accompany their tender papers .and should have executed similar nature of works for a minimum amount as indicated in Contract data in any one year.
- (h) Details of work under progress.
- (i) Details of work for which bid submitted.
- (j) It is not non-responsive in terms hereof.

4.2. The bidders shall submit the following information and necessary documents along with their bids as per the formats provided in Section 2:

- a) Copies of original documents defining the constitution or legal status, place of registration and principal place of business; written power of attorney of the signatory of the bid to commit the Bidder;
- b) Financial Turnover of the bidder during last five financial years as per Annexure-I.
- c) The contractors registered with State Government and contractors of equivalent Grade / class registered with Central Government / MES / Railways having registration for Civil, Electrical and P.H. works having both legal competency and expertise in Civil, Public Health and Electrical Engineering works need put tenders for this composite work and the documentary evidence under appropriate Act in support of their legal competency and expertise to execute Civil, Electrical and P.H. work invariably should accompany their tender papers. **The Civil Contractor in order to take part in the Composite tender should enter into a joint venture agreement with eligible Registered Electrical Contractors (Associate with the joint venture) and a copy of such agreement for the work after due registration should be attached with the Tender and this shall also form a part of the tender. If the Civil Contractor is having registration in P.H. and Electrical works under the same name and style, the question of joint venture does not arise.** The tender papers shall bear signature of authorised person of the tenderer, the letter of authorisation should accompany tender papers. The authorisation should clearly indicate the name of legal person to sign and

enter in to agreement and receiving payment and will be responsible for all contractual obligations for execution of work for Civil, P.H. and Electrical Items of work to the Engineer-in-Charge.

- d) Major items of construction equipments proposed to carry out the Contract.
- e) Qualifications and experience of key site management and technical personnel proposed for the contract;
- f) Reports on the financial standing of the bidder, such as profit and loss statement and auditor's reports for the past five financial years;
- g) Evidence of adequacy of working capital for this contract (access to line (s) of credit and availability of other financial resources). (Submission of Bank solvency certificate in Annexure-III is not mandatory)
- h) Authority to seek references from the Bidder's bankers;
- i) Information regarding any litigation or arbitration resulting from contracts executed by the bidder in the last five financial years or currently under execution. The information shall include the names of the parties concerned, disputed amount, cause of litigation, and matter in dispute (should be attached in Annexure-IV);
- j) Proposal for subcontracting components of the works amounting to more than 20% of the bid price (for each, the qualification and experience of the identified sub-contractor in the relevant field should be annexed); and
- k) The proposed methodology and programme of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedure proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per mile stones as mentioned in the contract data.
- l) Original affidavit along with wanting documents, if any, will be received during verification of original documents within a specified period after opening of the tender.
- m) In case of Engineer Contractor not having availed EMD exemption in more than two works following undertaking has to be clearly mentioned in the Affidavit **“Being an Engineer Contractor I have not availed EMD exemption in more than two works in this financial year of 2026-27”**. The Engineer contractor has to upload all the pages of license including blank pages for verification of entries made on award of work with exemption of EMD.
- n) While evaluating tenders, provisions made in the OPWD code & Govt. Circulars issued from time to time will be strictly followed.
- o) [I] The work is to be completed in all respects within 06 (six) months from the date of issue of work order.
 - ii) Tenderer whose tender is accepted must submit a programme of work including E.I. & P.H. work (both internal and external) immediately after issue of work order for approval of Engineer-in-Charge.

4.3 **Joint venture deed with eligible registered electrical contractors along with other relevant documents for composite Building as per Clause-4.2 (c) of DTCN.**

4.4 (A) **Evaluation Criteria to qualify in the Technical Bid**

Only those bidders who meet the eligibility criteria **specified in Clause 3.1** and test of **responsiveness specified in Clause 4.1 & 4.2** shall qualify for further evaluation under this Clause 4.4. The bids shall be rejected who do not meet the above criteria mentioned in Clause 4.1 ,4.2 & 3.1.

(a) **Technical Capacity**

The bidder should have successfully completed similar works (Please refer note III & IV of this clause for details) in any one financial year during last five financial years up to bid submission deadline of value not less than the amount equal to **30% of the estimated value of bid for which bids are invited.**

The aggregate of payments received during a particular financial year pertaining to the **Completed works** undertaken by the bidder shall be considered for the purpose of meeting the above Technical Capacity.

(ii) A contractor having even a single in-complete similar nature of work at hand under RWS&S Circle, Balasore with more than one year time over run from schedule date of completion will be considered as Technically Disqualified. He has to give an undertaking to that effect in his affidavit i. e. **“I am not having even a single similar nature of work at my hand with more than two years time over run from the schedule date of completion under this Division as on the bid submission date”.**

(b) **Financial Capacity**

The bidder should have annual turnover from all classes of Engineering work contracts of **not less than 40% of the estimated cost put to tender** in any one financial year during last 5 (five) financial years.

A certificate from the Chartered Accountant of the bidder should be attached in connection with the annual turnover of last 5 years

Regarding price adjustment mechanism (i.e., updated to the price level of the year) as given below.

The financial turnover and cost of Completed works of the previous financial years shall be given weightage of 10% per year to bring them to price level of the financial year, i.e., the year of bid invitation. For Example, if the year of bid invitation is 2026-27, then the following weight age factor shall be considered.

Year of completion	Weightage factor
2025-26	1.0
2024-25	1.10
2023-24	1.21
2022-23	1.33
2021-22	1.46

Note:

- (i) The bidder should indicate actual figures of cost and amounts for the work executed by them without accounting for the above mentioned weightage factors.
- (ii) Completed works means the work that has been satisfactorily completed in all respects.
- (iii) Civil Engineering Works shall mean works relating to construction of roads, bridges, express highways, buildings, ports, airports, sewerage projects, railways.
- (iv) Similar nature of work :

In case the tender for composite work includes in addition to main work / building work all other ancillary works such as sanitary and water supply installations, drainage installation, electrical work, horticulture work, roads and paths and gate works in dams and canals etc. , the bidder apart from being a registered civil Contractor of appropriate class must associate himself with agencies of appropriate class those who is eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender. Intending purchasers are not required to produce any documents viz. copy of Registration, Pan card, Valid GST clearance certificate etc, at the time of purchase of tender documents but will be required for verification purpose in the later stage. Furnishing copy of such documents is mandatory along with the tender documents otherwise his/her bid shall be declared as non-responsive and thus liable for rejection. The successful lowest Bidder is required to attend the office of the Executive Engineer, RWS&S Division Rairangpur for verification of original documents during the office hour within 5 (five) days of opening of the Price bid.

- (v) The bidder has to provide documentary evidence from the Chartered Accountant certifying the payment for the work has been completed and received each year for the said work. The works will not be considered for evaluation, if the bidder fails to provide any documentary evidence along with the proposal.
- (vi) The bidder has to provide documentary evidence from the Client certifying the work has been completed. (to the extent of value equal to 30% of the estimated value of the bid as per Annexure-II). The experience certificate shall be provided by the bidder as per format at ANNEXURE-II, failing which the bids of the bidder shall be rejected.

4.4(B) Each bidder should further demonstrate:

- (A) Availability (either owned or leased) of the following key and critical equipment for the work:

Sl no	List of plants and equipments (insert the name of equipments)	Requirement (insert as required for the work)
1	Concrete Hopper Mixer with Tilting drum	2 Nos.
2	Plate / Skid Vibrator	2 Nos.
3	Needle Vibrator	3 Nos.
4	Water Tanker	2 Nos.
5	Truck (10 Tonne capacity)	2 Nos.
6	Generator (32KW capacity)	2 nos.
7	Theodolite	1 No
8	Levelling instrument	1 No
9	Dewatering Pump set not less than 5 to 20 HP capacity	2 Nos.

10	Steel / Rigid & Smooth shuttering plates with steel scaffoldings	300 Sqm.
11	Transportation trolley	5 Nos.

Note: Based on the preliminary studies carried out by the department, an indicative list of major equipments and their quantity to attend the completion of works are shown in the above list.

- (B) The Bidders should, however, undertake their own studies and furnish with their bid, a detailed construction, planning and methodology supported with layout and necessary drawings and detail calculations to allow the Employer to review their proposals. The numbers, types and capacities of each plant/equipment shall be shown in the proposals along with the cycle time for each operation for the given production capacity to match the requirements.
- (C) Liquid assets and / or availability of credit facilities of not less than the amount indicated in the Annexure (Credit lines / letter of credit / Certificate from banks for meeting the fund requirements etc. usually the equivalent of the estimated cash flow for three months in peak construction period)

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

4.5 Sub contractor's experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria.

4.6. Calculation of Assessed Available Bid Capacity: These stipulations shall apply to all works above **Rs.3.00 Crore**.

Only those Bidders who meet the eligibility criteria as specified in Clause 3.1, test of responsiveness specified in Clause 4.1, 4.2 evaluation criteria as per clause 4.4 (A) and if their available bid capacity is more than the total bid value shall be shortlisted for financial opening. The available bid capacity will be calculated as under,

$$\text{Assessed Available Bid capacity} = (A \times N \times 2 - B)$$

Where

A = Maximum value of works executed in any one financial year during the last five financial years (updated to bid invitation year [i.e 2024-25] 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.

B = Value (updated to the price level of the year indicated in Appendix) of existing commitments and ongoing works to be completed during the next year(s) [period of completion of the works for which bids are invited].

Note: The statements showing the value of existing commitments and on-going works as well as stipulated period of completion remaining for each of works listed and to be furnished at Appendix, S No. 1.3 of this document countersigned by the Engineer-in-Charge, not below the rank of an Executive Engineer or equivalent or bidder's Chartered Accountant.

The value is to be calculated for A & B, i.e., updated to the price level on the financial year in which bids are received. The rate of inflation may be taken as 10% per year (escalation factor) which will take into account (as per Works Department O.M. No. 6300 dated 16.06.2011).

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

Year before	Multiplying factor
One	1.10
Two	1.21
Three	1.33
Four	1.46
Five	1.61

Note: The bidder should indicate actual figures of cost and amounts for the work executed by them without accounting for the above mentioned escalation factors.

4.7 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, inordinate delays in completion, 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 furnish rational justification to the employer.
- In addition to the above, even while executing the work, if it is found that bidder produced false / fake certificate in his tender, he will be blacklisted.

5. One Bid per Bidder

5.1. Each bidder shall submit only one bid for one work. A bidder who submits or participates in more than one bid (other than as a sub-contractor or in case of alternatives that have been permitted or requested) will cause all the proposals with the bidder's participation to be disqualified.

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.

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 construction of the Works. 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 addenda issued in accordance with Clause 10

Section	Particulars	Volume No
	Invitation for Bids	I
1	Instructions to Bidders	
2	Form of bid, Details of Bidder, and other forms	

3	Conditions of Contract	
4	Contract data	
5	Scope of work, Technical Specifications & Design Criteria	II
6	Securities and other forms	III
7	Drawings	IV
8	Project execution & supervision aspects, contract management framework & payment schedule	
9	Checklist of Documents to be furnished by bidder	V

8.2. The bidder shall download the above listed documents as listed under volume I, II, III and IV and shall submit his bid online after preparing the same (refer Clause 12)

8.3. The bidder shall be expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, and technical specifications, forms, annexes and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to Clause 26 thereof, bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.

9. Clarification of Bidding Documents

9.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex, facsimile and e-mail) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification, which he received earlier than 15 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source.

9.2 Pre Bid Meeting

9.2.1 Pre Bid meeting shall be held on **Dt. 12.08.2026 at 11.00 hours**

10. Amendment of Bidding Documents

10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in form of notifications. All amendments, time extension, clarifications etc. Will be uploaded in the website only. Bidders should regularly visit the above website to keep themselves updated.

10.3 To give prospective bidders reasonable time (usually not less than one month) in which to take an addendum into account in preparing their bids, the Employer may, extend as necessary, the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.

10.4 The addendum shall also be available in official website as mentioned at Para 3 of IFB.

10.5 Cause of rejection: On the event of failure on the part of bidder to meet the minimum qualifying requirements as regards to work experience and audited financial turn over, his bid shall be rejected.

10.6. As per the Amendment to Rule 15 of Appendix IX of the Odisha Public Works Deptt. Code Vol-I refund of tender paper cost of the bidder in case of single tender by inclusion vide Govt. Of Odisha Finance Deptt. No. 12925 dt. 23.08.2018 "incase of cancellation of single tender which has not been evaluated the tender paper cost deposited by the concerned bidder shall be refunded by him/her".

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

The bid to be submitted by the bidder shall be in two separate parts in the online system:

COVER - I shall be named "Technical Bid" super-scribed "Mayurbhanj district" and shall comprise (to be submitted in online, otherwise bid shall be rejected) of:-Technical bid should contain:

- (i) Technical bid (in the format indicated at section 2)
- (ii) Remittance of Cost of bid document (through electronic payment mode only)
Details of Bidder and supporting documents as specified in Appendix of Sec. -2
- (iii) Certificates, undertakings, affidavits as specified in Section 2
- (iv) Undertaking that the bid shall remain valid for the period specified in Clause 15.1
- (v) Copy of valid Registration Certificate
- (vi) Copy of PAN Card
- (vii) GST Registration Certificate.
- (viii) No relationship certificate
- (ix) Chartered Accountant Certificate with respect to financial turnover as per Annexure-I.

Note :- Scanned copies of the above documents to be uploaded in appropriate place in PDF format in the website.

N.B: DTCN is not to be uploaded by the bidder. The bidder has to only agree / disagree on the conditions mentioned in the DTCN. The bidders, who disagree on the conditions of DTCN, cannot participate in the tender.

COVER - II shall be named "Financial Bid" and shall comprise of Bill of Quantity (BOQ), i.e., Percentage rate Bid and any other related information /undertaking including rebates (to be submitted in on-line only)

The protected BOQ uploaded by the procurement officer-publisher for the bid is the authentic BOQ. Any alteration or deletion or manipulation of BOQ shall lead to cancellation of Bid **(the offline copy of the price bid is not permitted)** only the price bid is to be submitted in online.

Note:

Payment schedule during construction Form of Bid as specified in Section- 8 & Section-3.

13. Bid Price

13.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the **Percentage rate price Bid** submitted by the Bidder.

13.2 The Bidder shall fill the total bid price **Percentage rate Price** (both in figures and words) for all items of works as specified in the Bid document. Correction, if any, shall be made by crossing out, initialling, dating and rewriting.

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

13.4 The **Percentage rate bid price** quoted by the bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

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.

15. Bid Validity

15.1. Bids shall remain valid for a period **not less than 180 (One hundred and eighty) days** after the deadline date for bid submission specified in Clause 20. A bid valid for a shorter period shall be rejected by the employer as non-responsive. In case of discrepancy in bid validity period between that given in the undertaking pursuant to Clause 12.1 (v) and the Form of Bid submitted by the bidder, the latter shall be deemed to stand corrected in accordance with the former and the bidder has to provide for any additional security that is required.

15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable / e-mail. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 16 in all respects.

16 Bid Security (EMD)/ ISD/ Security Deposit/ Additional Performance Security & / GSTIN.

16.1 Earnest Money Deposit through ON LINE :

The Earnest Money Deposit (EMD) shall be of **₹46000.00**, and **₹56000.00** respectively **for each work** in shape of Postal Savings Pass Book/ NSC/ Post Office Time Deposit / Kissan Vikash Patra/ Deposit Receipt in Schedule Bank duly pledged in favour of **Executive Engineer, RWSS. Division, Rairangpur** Payable at **Rairangpur** EMD in any other form shall not be accepted. The EMD shall accompany the DTCN Part-I: General & Technical Bid. Tenders without EMD or with Part EMD/ unpledged EMD/ EMD partly pledged and partly un-pledged/ E.M.D. in other forms shall not be considered and such tender shall be out rightly rejected.

16.2. Return of EMD:

The procedure for refund of EMD will be as per OM No. 17254/ dtd: 05.12.2017 of works Deptt., Govt. of Odisha.

The earnest money given by other two parties (L₂ & L₃) except one whose tender is accepted shall also be refunded within 15 (fifteen) days of the acceptance of the tender on application / request.

EMD shall also be returned to the unsuccessful bidders of General & Technical Bid (Part - I of tender documents) after finalisation of its evaluation or last date of the tender validity period whichever is earlier on application / request.

16.3 Initial Security Deposit:

The successful Tenderers, after receipt of formal order shall have to furnish Initial Security Deposit (ISD) equal to 2% (two percent) of the value of the order together with the EMD deposited with the tender, in shape of NSC/ postal saving pass book / post office time deposit / Kishan Vikash Patra / deposit receipt in schedule bank duly pledged in favour of the **E.E., RWSS. Division, Rairangpur** payable at **Rairangpur** with in 7 (seven) days of receipt of intimation failing which their tender shall be cancelled with the forfeiture of EMD.

16.4. Additional Performance Security (APS):

Additional performance Security (APS) shall be obtained from the bidder when the bid amount is less than the estimated cost put to tender. In such an event, the bidders who have quoted less bid price / rates than the estimated cost put to tender shall have to furnish Additional Performance Security in shape of Term Deposit Receipt (TDR) / Bank Guarantee in any Nationalised Scheduled Bank pledged in favour of **Executive Engineer, RWSS. Division, Rairangpur as per Works Deptt. Office Memorandum No. 173 dt. 03.01.2026**

Only the successful bidder is required to furnish the required APS before the drawl of Agreement within 7 (seven) days of issue of LoA (also by e-mail) failing which the tender shall be cancelled with the forfeiture of EMD & action as deem proper will be taken as per rule including proceeding for blacklisting shall be initiated against the bidder.

16.5. GST Registration Number/ GSTIN:

(a) Tenderers are required to submit attested copies of valid and up-to-date GST Registration Number along with their tenders, failing which their tenders will not be considered.

N.B: After implementation of GST by Government, necessary clearance certificate as required instead of VATCC will be submitted.

(b) Estimates have been prepared as per basic cost excluding GST. Bidders are to quote their rates accordingly. GST as applicable will be paid extra.

16.6. Security Deposit

Besides earnest money and initial security deposits, Contractors of Super, Special, A & B Classes will be required to furnish security deposit by way of deduction from their bills at the rate of 5% of the gross amount of each bill whereas in case of C & D Class Contractors, such deduction will be made at the rate of 3% of the gross amount of each bill. Thus, the total

security deposit from Contractors will be 7% for Super, Special A & B Class and 5% for C & D Class Contractors.

- 16.7. Forfeiture of EMD,**(a) If a contractor withdraws the tender during the validity period of tender or (b) if the firm fails to furnish ISD within due time or (c) the successful tenderer fails to sign the Agreement for whatever reason, the tender inviting authority shall cancel empanelment and / or suspend / prohibit / Debar / blacklist from participate in bidding in any contract of the State for a minimum period as provided by the latest Government notification in force .
- 16.8. In consideration of the Executive Engineer / Executive Engineer / Chief Engineer / Government to investigate and to take into account each tender and in consideration of the work thereby involved, all earnest money deposited by the tenderer will be forfeited in the event of such tenderer either modifying or withdrawing his tender at his instance within the validity period .
- 16.9. The Bidder shall furnish, as part of his Bid, a Bid security declaration in the given format. Bidders owned or desirous to hire machineries or equipment's but deployed outside the state are required to furnish **twice the above amount** as bid security in the shape as mentioned above. [The name of the bidder who has been exempted from payment of EMD is provided for information of bidders vide Appendix-I to ITB.]
- 16.10 Any bid not accompanied by an acceptable Bid Security declaration and not secured as indicated in Sub Clause 16.1 above shall be rejected by the Employer as non-responsive.
- 16.11 The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the bid validity period specified in Sub-Clause 15.1.
- 16.12 The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security (The same should be followed as per para 3.5.20 along with the notes of OPWD code Vol-1)
- 16.13 The Bid Security as indicated in sub-clause 16.7
- (a) If the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
 - (b) In the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - (i) Sign the Agreement; or
 - (ii) Furnish the required Performance Security.
 - (iii) Deposit the required license fees with the State Govt to registered itself as special/super class contractor with Govt of Odisha within **15 (fifteen) days** of issue of Letter of Acceptance of Bid.
 - b) in case of submission of bids through the e-procurement portal, if any of the statements, documents and certificates uploaded by the bidder is found to be false / fabricated / bogus, the bidder will be black listed and his EMD & Bid Security will be forfeited.

17. Alternative Proposals by Bidders

- 17.1. Bidders shall submit offers as per his own estimate based on his own design & drawing but compiling with the requirements of the bidding documents, including the basic technical design parameter as indicated in the drawing and specifications. **Conditional offer or alternative offers will not be considered further in the process of tender evaluation.**

18. Format and Signing of Bid - Refer e- procurement procedure as annexed in Annexure – V and as per following.

All tender documents will be signed digitally with Digital Signature Certificate (DSC). The online bidder shall digitally sign on all statements, documents, certificates, uploaded by him, owing

responsibility for their correctness / authenticity as per IT Act 2000. If any of the information furnished by the bidder is found to be false / fabricated/bogus, the bidder is liable to be blacklisted.

- A. If the tender is made by an individual, it shall be signed with his own Digital Signature Certificate (DSC).
- B. If the tender is made by a corporation / company, it shall be signed by a duly authorized officer who shall produce with his tender satisfactory evidence of his authorization. Such a corporation / company may be required before the contract is executed, to furnish evidence of its corporate existence.
The tender shall contain no alterations or additions, except those to comply with instructions issued by the Tender Inviting Officer, or as necessary to correct errors made by the Tenderer, in which case all such corrections shall be digitally signed.
- C. No alteration made by the tenderer in the contract form, the conditions of the contract, statements / formats accompanying the tender shall be recognized and in case of any alterations made by the tenderer, the tender will be void.
- D. All documents furnished by the contractor along with the tender are to be digitally signed by the bidder.

D. SUBMISSION OF BIDS

Online submission as per Govt. of Odisha e-procurement procedure annexed

19. Sealing and marking of Bids

19.1 The applicant / bidder shall submit the bid in the format specified in the bidding documents scanned copies specified in clause-12 in online only.

19.2 The document shall contain

(i) Bid in the format given in clause 12 along with supporting documents

(ii) Proof of submission of cost of bid document EMD

(iii) Documents as per Appendix in Section-ii

(IV) Any other documents required for eligibility criteria as mentioned in clauses of ITB.

(V) Notary affidavit in support of authenticity of documents

(vi) Registration certificate, PAN, GST Regd. Turnover certificate from CA with breakup for each financial year & work execution certificate.

20. Deadline for Submission of the Bids:

20.1 Applications / Bids shall be received only on "on-line" from Dt. 10.08.2026 to 24.08.2026 at 09.00 hrs to 17.30 hours IST on the application / bid due date.

20.2 The Authority may, in its sole discretion, extend the Application/Bid Due Date by issuing an Addendum/corrigendum uniformly for all Applicants/Bidders.

20.3 Modifications/ substitution/ withdrawal of Applications/Bids

20.4 In the e-Procurement Portal, it is allowed to modify the Application/Bid number of times after necessary modification, before the final date and time of submission. The Applicant/Bidder shall have to log on to the system and resubmit the documents as asked for by the system. In doing so, the Application/Bid already submitted by the Applicant/Bidder will be removed automatically from the system and the latest Application/Bid only will be admitted. But the Applicant/Bidder should avoid modification of Application/Bid at the last moment to avoid system failure or malfunction of internet or traffic jam. If the Applicant/Bidder fails to submit his modified Application/Bid within the designated time of receipt, the Application/Bid already in the system shall be taken for evaluation.

In the e-Procurement Portal, withdrawal of bid is allowed. But in such case he has to write a letter written notice of the modification, substitution or withdrawal addressed to the Authority and upload the scanned document to portal in the respective Application/Bid before the closure of receipt of the Application/Bid. The system shall not allow any withdrawal after expiry of the closure time of the Application/Bid.

20.5 Any alteration/ modification in the Application/Bid or additional information supplied subsequent to the Application/Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded

20.6 Bid shall be received only ONLINE on or before [insert time and date] as notified in IFB.

20.7 The Employer may extend the dead line 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 deadline will then be subject to the new deadline.

21 **Late Bids:** Not applicable as per e-procurement procedure.

22. **Modification and Withdrawal of Bids:** Refer e-procurement procedure as per Clause 20.4

22.1 **Schedule of Budding Process:**

The authority shall endeavour to adhere to the following schedule of bidding process

Sl. No.	Event Description	Date
1	Pre-Bid Meeting	12.08.2026
2	Authority response to queries latest by	18.08.2026
3	Bid dua date (Submission in online)	From dt- 10.08.2026 to dt- 24.08.2026
4	Bid dua date (Submission in offline)	-----
5	Bid opening date in online	dt- 25.08.2026
6	Announce of technically qualified bidders	To be announced later

BID OPENING AND EVALUATION

23. Bid Opening

- 23.1 All the bids received shall be opened **ONLINE** in the office of EE RWSS Division Rairangpur. on **[dt. 25.08.2026 at 11.00 hours onwards]** in the presence of the bidders or their representatives who choose to attend. In the event of the specified date of Bid opening being declared a holiday, the Bids will be opened at the appointed time and location on the next working day.
- 23.2 The employer shall prepare minutes of the bid opening.

24. Process to be Confidential

- 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 to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

25. Clarification of Financial Bids

- 25.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask the lowest evaluated responsive bidder for clarification his bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by cable/e-mail, but no change in price or substance of the Bid shall be sought, offered, or permitted.
- 25.2 Subject to sub clause 25.1, no bidder shall contact the Employer or any matter relating to his bid from the time of bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Employer, it should do so writing.
- 25.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

26. Tender Opening:

- 26.1 The authority will open the tenders electronically on the date & time mentioned in the **Notice Inviting Tender (NIT)**.
- 26.2 (i) **A tender shall be rejected if;**
- a) **Price Bid is enclosed with the technical bid.**
 - b) **Proof for payment of Cost of tender document through on-line payment is not enclosed.**
 - c) **Bid Security Declaration on EMD (Schedule-J) as per DTCN is not enclosed.**
 - d) **Proof of eligibility and qualifications i.e. annual turn-over as well as experience certificate in execution of works similar nature of Works are not uploaded**
- (ii) **In case if the bidder has not submitted following document with the bid due to any reason, clarification may be sought and queries may be issued to the bidders for submission of the same with a stipulated period, failing which their offer shall be liable for rejection.**

- e) **Proof of eligibility and qualifications is not enclosed.**
- f) **There are any criminal cases pending.**
- g) **PAN is not enclosed.**
- h) **Affidavit is not enclosed.**
- i) **Power of Attorney is not enclosed.**
- j) **Record of litigation and arbitration is not enclosed.**
- k) **Other documents as required as per DTCN not enclosed.**
- l) **GST Registration Certificate not enclosed.**

26.3. Any such conditions shall be mounted and the price bid shall not be opened. The price bid shall be opened only for those bidders who qualify in the technical evaluation as described at **Clause – 29**. The date of opening of price bid shall be intimated by FAX/ E-mail/ Speed Post to the qualified bidder of technical evaluation.

26.4. The **Executive Engineer, RWSS Division RAIRANGPUR** may prepare, for his own record, minutes of the tender opening, including the tender opening summary which shall be posted in the portal.

27 **Clarification on Tenders from Tenderers:**

To assist in the scrutiny, evaluation and comparison of the tenders, the **E.E. RWSS Division Rairangpur** may ask contractor individually for clarification on their tenders. The request for clarification and response shall be in writing or by mail. However, no change in the tender amount/ rate shall be sought, offered or permitted by the **EE RWSS Division Rairangpur** during the evaluation of the tenders.

28. **Determination of Responsiveness:**

28.1 Prior to the detailed evaluation of tenders, the **EE RWSS Division Rairangpur** will determine whether each tender has been submitted in the proper form and whether it is substantially responsive to the requirements of the tender documents. Tenders, which have not been submitted in the proper form, will be rejected.

28.2 Any tender which is not substantially responsive to the requirements of the tender documents will be rejected by the **E.E. RWSS Division Rairangpur**. Such a tender shall not be allowed subsequently to be made responsive by the contractor by correcting or withdrawing the non-conforming deviation(s) or reservation(s).

28.3 **Bid Capacity:** These stipulations shall apply to all works above **Rs.3.00 Crores to 6.00 Crores**.

. “Out of Number of projects in particular Notice Inviting Bid, a bidder can only participate for projects of value equals to or less than 3 times of its Bid Capacity. In case of participation in projects more than the above limits, the Authority reserves the right to cancel any bid which exceeds the prescribed limit as mentioned above before opening of the Financial Bid without any further clarification to the bidder.” as per the instruction of Govt vide Letter No. 8675 /13.05.2022 of Special Secretary to Govt. PR & DW Department, Govt of Odisha”. Applicants who meet the minimum qualification criteria will be qualified only if their available bid capacity at the expected time of bidding is more than the total estimated cost of the work. The available bid capacity will be calculated as under:

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

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

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

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

Note: In case of a joint venture, the available bid capacity will be applied for each partner to extent of his proposed participation in the execution of the works.

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

Escalation Factor:

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

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

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

In case the financial figures and value of completed works are in foreign currency the above enhanced multiplying factors will not be applied. Instead, current market exchange rate (State Bank of India BC selling rate as on the last date of submission of the bid) will be applied for the purpose of conversion of amount in foreign currency into Indian rupees.

(Works Deptt. OM No.FA-Codes-97/11-6300 Dt.16.06.2011.)

29. Proposal Evaluation:

- 29.1 From the time of the proposals are opened to the time, the contract is awarded, the contractor should not contact the client on any matter related to its Technical and/or Financial Proposal except any required in Clause-27.

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

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

29.4 Evaluation of Technical Proposals:

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

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

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

30. Evaluation of Financial Proposals:

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

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

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

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

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

31. Selection of contractor on the basis of Price Bid:

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

32. Negotiations:

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

33. A substantially responsive "Bid" is one which conforms to all the terms, conditions, and specifications 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, inconsistent 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.

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

34. Correction of Errors - Not applicable as per e-procurement procedure.

35. Evaluation and Comparison of Financial Bids

- 35.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with **Clause 26**

- 35.2 The Employer reserves the right to accept or reject any variation arising out of change in scope of work. Such variations, which are in excess of the requirements of the bidding documents, shall not be taken into account in Bid evaluation.

F. AWARD OF CONTRACT

36. Award Criteria

- 36.1. Subject to Clause 30, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3 and (b) qualified in accordance with the Clause 4.

- 36.2 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 contract will in such cases be awarded to the next lowest bidder at his evaluated bid price.

37. Employer's Right to accept any Bid and to reject any or all Bids

- 37.1. Notwithstanding Clause 29, 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.

38. Notification of Award and Signing of Agreement

- 38.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile or e-mail confirmed by registered letter. This letter (hereinafter 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 design, execution, completion of the works on a Percentage rate basis and maintenance of the same by the Bidder as prescribed by the Contract (hereinafter and by the Contract called the "Contract Price").

- 38.2 The notification of award will constitute the formation of the Contract, subject to condition that after furnishing of a performance security in accordance with the provisions of Clause 32, the award will be complete.

- 38.3. The contract will incorporate all agreements between the Employer and the successful Bidder. The detail work programme and milestone wise activity shall be finalized during contract negotiation with the successful bidder within 14 days after notification of award. The agreed work programme/ milestone shall form part of the contract agreement. The agreement will be signed by the Employer and sent to the successful Bidder, within 28 days following the notification of award along with the Letter of Acceptance. Within 21 days of receipt, the successful Bidder will sign the Agreement and deliver it to the Employer.
- 38.4 Upon the furnishing by the successful Bidder of the performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.
- 38.5 In the event of non payment of the performance security by the L1 bidder, the other successful bidders in sequence (L2, L3...) may be asked for negotiation for execution of work with the bid price quoted by the L1 bidder.
- 38.6 If **L1 bidder does not turn up for agreement** after finalization of the tender, then he shall be debarred form participation in bidding for three years and action will be taken to blacklist the contractor. In that case, the L2 bidder, if fulfils, other required criteria wouldbe called for drawing agreement for execution of work subject to the condition that L2 bidder negotiates at par with the rate quoted by the L1 bidder otherwise the tender will becancelled. In case a contractor is black listed, it will be widely published and intimated to all departments of Government and also to Govt. of India agencies working in the state.

(Amendment to Para-3.5.14 Note-I of OPWD Code Vol.-I by inclusion)

39. Performance Security

39.1 Initial Security Deposit:

The successful Tenderers after receipt of formal order shall have to furnish Initial Security Deposit (ISD) equal to 2% (two percent) of the value of the order together with the EMD deposited with the tender, through online mode by electronic receipt with in 7 (seven) days of receipt of intimation failing which their tender shall be cancelled with the forfeiture of EMD.

39.2. Additional Performance Security (APS):

Additional performance Security (APS) shall be obtained from the bidder when the bid amount is less than the estimated cost put to tender. In such an event, the bidders who have quoted less bid price / rates than the estimated cost put to tender shall have to furnish the Additional Performance Security of same amount in shape of Bank Guaranty in favour of Executive **Engineer, RWSS. Division, Rairangpur as per Works Deptt. Office Memorandum No.173 /W/ Dated 03.01.2026.** Only the successful bidder is required to furnish the required APS before the drawal of Agreement within 7 (seven) days of receipt of intimation, failing which the tender shall be cancelled with the forfeiture of EMD & action as deem proper will be taken as per rule for blacklisting of contractor licence.

39.3. GST Registration Number/ GSTIN:

Tenderers are required to submit attested copies of valid and up-to-date Odisha VAT Clearance Certificates along with their tenders, failing which their tenders will not be considered.

Payment of GST: Estimated cost has been prepared on the basis of current S/R considering basic cost excluding GST. GST as applicable will be paid extra.

39.4. Security Deposit

Besides earnest money and initial security deposits, Contractors of Super, Special, A & B Classes will be required to furnish security deposit by way of deduction from their bills at the rate of 5% of the gross amount of each bill whereas in case of C & D Class Contractors, such deduction will be made at the rate of 3% of the gross amount of each bill. Thus, the total security deposit from Contractors will be 7% for Super, Special A & B Class and 5% for C & D Class Contractors.

39.5 If the performance security is provided by the successful bidder in the form of a Bank Guarantee, it shall be issued either (a) at the bidder's option, by a Nationalized/Scheduled Indian or (b) by a foreign Bank located in the state and acceptable to the Employer.

39.6 Failure of the successful bidder to comply with the requirements of sub-clause above shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid security.

40. Advance payment and security

The Employer shall make advance payment to the contractor of the amount stated in the contract Data by the date stated in the contract data, against provision by the contractor of an unconditional bank guarantee in a form and a bank acceptable to the Employer in amounts and currencies equal to the advance payment.

41. Corrupt or Fraudulent Practices

41.1 It is required that the bidders / contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, it is;

(a) Defined, for the purposes of this provision, the terms set forth below as follows:

(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 benefit of free and open competition.

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

41.3 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 23.2 and sub-clause 54.2 of the Conditions of Contract.

SECTION 2

FORMS OF BID, QUALIFICATION, INFORMATION AND LETTER OF ACCEPTANCE

TABLE OF FORMS:

- CONTRACTOR'S BID
-  DETAILS OF BIDDER (Qualification Information)
- LETTER OF ACCEPTANCE
- NOTICE TO PROCEED WITH THE WORK
- AGREEMENT FORM

Contractor's Bid

DESCRIPTION OF THE WORKS: BID FOR DESIGN AND EXECUTION ON PERCENTAGE RATE BASIS CONTRACT FOR CONSTRUCTION OF

Construction of "D" type ear marked Quarter for Assistant Executive Engineer, RWS&S Sub- Division, Rairangpur-II at Bahalda RWS&S Sub- Division Office Campus and Construction of "E" type ear marked Quarter for RWS&S Section, Bahalda at Bahalda RWS&S Sub- Division Office Campus under RWS&S Division, Rairangpur in the District of Mayurbhanj.

To: [Insert name of bid inviting authority who will receive bid on behalf of the Employer]

Address: [Insert office address]

GENTLEMEN,

Having examined the bidding documents including addendum, I / We offer to execute the works described above in accordance with the condition of contract, specification, accepted tender drawing, and payment schedule accompanying this bid for the contract price as tender in our price bid document separately.

The bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We understand that, in competing for (and if the award is made to us, in executing) the above contract, we will strictly observe the laws against the fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this bid complies with the bid validity and bid security required by the bidding documents.

We attach here with our Income Tax clearance certificate.

Yours faithfully,

Authorised Signature:

Name and Title of Signatory: -----

Name of bidder: -----

Address: -----

DETAILS OF BIDDER (QUALIFICATION INFORMATION)

The information to be filled in by the Bidder in the following pages will be used for purposes of post qualification as provided for in Clause 4 of the Instructions to Bidders. This information will not be incorporated in the Contract.

1. For Individual Bidders**1.1 Constitution or legal status of Bidder****[Attach copy]**

Place of registration: _____

Principal place of business: _____

Power of attorney of signatory of Bid _____

[Attach]

1.2 The Firms/ Companies/ Registered Contractors should have successfully Completed & Commissioned Works during the last 5 (five) years up to the Bid submission deadline. The bidder should submit the details of the project along with completion/experience certificate of each project as per note (vi) under clause-4.4 (A) of General Instruction in the format given at Annexure-II.

Item (1)	Particulars of the Project (2)
Title & nature of the project	
Name of the Employer with address and contact number	
Location	
Project Cost (In INR Lakhs)	
Contract/Agreement Number	
Category (Similar nature of work)	
Year-wise (a) payments received for construction (Amount in INR lakhs)	For Example: 2025-26: 2024-25: 2023-24: 2022-23: 2021-22:
Date of commencement of project/ contract	
Date of completion/ scheduled date of completion	

1.3. Information required to evaluate the Bid Capacity

To calculate the value of "A"

- 1 A table containing value of civil engineering works/ similar works undertaken by the Bidder during the last 5 years is as follows:

S No.	Year (For Example)	Value of Civil Engg. Works undertaken (Rs. In lakhs)
1	2025-26:	
2	2024-25:	
3	2023-24:	
4	2022-23:	
5	2021-22:	

The year Mentioned above is an Example .

- 2 Maximum value of projects that have been undertaken during the F.Y.....out of the last 5 years and value thereof is Rs.....Lakhs (Rupees). Further, value updated to the price level of the year indicated in Appendix is as follows.

Rs.Lakhs x(Updation Factor as per Appendix) = Rs.Lakhs (Rupees.....)

..... Signature, name and designation of Authorised Signatory For and on behalf of (Name of the Applicant)	 Name of the Statutory Auditor's / Chartered Accountant: firm: Seal of the audit firm: (Signature, name and designation and Membership No. of authorised signatory)
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To calculate the value of "B"

A table containing value of all the existing commitments and on-going works to be completed during the next.....months/ years is as follows:

S No.	Name of Project/ Work	Stipulated period of completion as per Agreement /LOA	Value of contract as per Agreement/ LOA (Rs. In Lakhs)	Value of work completed (Rs. In Lakhs)	Balance value of work to be completed (Rs. In Lakhs)	Anticipated date of completion	Balance value of work at 2021-22 price level (Rs. In Lakhs)
1	2	3	4	5	6	7	8

Updation Factor as given below:-

For Year	Year Before	Updation factor
1	1	1.10
2	2	1.21
3	3	1.33
4	4	1.46
5	5	1.61

Note: The statement showing the value of existing commitments and on-going works as well as the stipulated period completion remaining for each of the works mentioned in above table should be countersigned by the Engineer-in-Charge, not below the rank of an Executive Engineer or equivalent or applicant's Chartered Accountant.

- 1.5 The following items of Contractor's Equipment are essential for carrying out the works. The Bidder should list all the information requested below. Refer also to Clause 4.2 (d) of the Instructions to Bidders.

Item of Equipment	Requirement	Availability proposals		Age/Condition	Remarks (from whom to be purchased)
	No.	Nos./Capacity	Owned/Leased to be procured		

- 1.6. Qualifications and experience of key personnel required for administration and execution of the Contract. Attach biographical data. Refer to Clause 4.2 (e) and 4.4 (B) (b) of Instruction to Bidders and sub clause 9.1 of the condition of contract.

Position	Name	Qualification	Year Experience of (General)	Years of experience in the proposed position
Project Manager etc.				

- 1.7 Proposed sub contracts and firms involved. (Refer ITB Clause 4.2 (j))

Sections of the works	Value of sub contract	Sub-contractor (name and address)	Experience in similar work

- 1.8. Financial reports for the last five financial years: balance sheets, profit and loss statements, auditors' reports (in case of companies/corporation), etc. List them below and attach copies.
- 1.9. 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. [Sample format enclosed]. This should be furnished by the bidder in the letter head of bank at Annexure-III.
- 1.10. Name, address, and telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.
- 1.11. Information on litigation history in which the Bidder is involved.

Other Party (ies)	Employer	Cause of Dispute	Amount involved	Remarks showing Present Status

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1.12 Statement of compliance under the requirements of Sub-clause 3.2 of the Instruction to Bidders

1.13 Proposed work method and schedule. The Bidder should attach descriptions, drawings and charts as necessary to comply with the requirements of the Bidding documents. (Refer ITB Clause 4.1 and 4.2 k).

FINANCIAL STATEMENT
[To be given separately for each constituent Firm]

Should be audited for five years by Regd. Chartered Accountant or competent financial organization / authority. The audit certificate should be included with the document.

- 1) Name of Applicant:
- 2) Annual turnover in all classes of engineering works pertaining to works contract undertaken for each of the last five financial years.

(Rs. In lakh)

FINANCIAL YEAR	Home	Abroad	Total
	Total Turnover	Total Turnover	Total Turnover
2025-26:			
2024-25:			
2023-24:			
2022-23:			
2021-22:			

N.B: The year mentioned above is an example. The TIA should incorporate the year as per the requirement.

3. Applicant's specific financial arrangements (mention amount in Indian Rupees)
 - a) Own Resources
 - b) Bank Credits
 - c) Others (specify)
4. Credit Facilities :

To be supported by certificate for the Bank in **Annexure-III**.

Signature & Seal of CA

Signature of Bidder with seal

UDIN NO_OF CA. _____

WORK EXPERIENCE

1. Name of the firm:
2. Total number of years of experience in civil construction work:
3. List of the similar works executed during last 5 years (project wise information be furnished as per 1.2 of Appendix).

(Rs. in lakh)

Name of the work/ location Agmt. No. & Dt.	Name of the employer	Value of Contract price	Total Value of work executed	Financial year-wise Computed amount	Stipulated date of commencement	Stipulated date of completion	Actual completion date	Reasons for delay	Remarks
2	3	4	5	6	7	8	9	10	11

NB: Certification of the employer not below the rank of Executive Engineer/equivalent is to be furnished in support of the above claim

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR
AVAILABILITY OF CREDIT FACILITIES**

(CLAUSE 4.2 OF ITB)

FORM OF SOLVENCY CERTIFICATE FROM BANK

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

If the contract for the work namely **[insert name of the work]** on percentage rate contract involving design and execution is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of `Rs. (Rupees _____) only to meet their working capital requirements for executing the above contract.

NB : Submission of the certificate is not mandatory and not a cause for rejection.

Not applicable in this Bid.

(Signature & Date) Name of Bank
Senior Bank Manager
Address of the Bank

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

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

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

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

Office Memorandum**File No.07556900042013 (Pt-II) – 7885/W Dated 23.07.2013****Sub: Codal Provision regarding e-Procurement**

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

(Appendix-IX (A) of OPWD Code, Vol-II)**Executive instructions regarding calling for and acceptance of tenders in e-Procurement.**

1. This office memorandum consists of the procedural requirement of e-procurement and shall be made part of the Detailed Tender Call Notice or Instruction to Bidder for all “works” tenders hoisted in the portal.
2. The e-procurement portal of Government of Odisha is “<https://tendersodisha.gov.in>”.
3. Use of valid Digital Signature Certificate of appropriate class (Class II or class III) issued from registered certifying authorities (CA) as stipulated by Controller of Certifying Authorities (CCA), Government of India such as n-Code, Sify, TCS, MTNL, e-Mudhra is mandatory for all users.
4. The DSC issued to the Department users is valid for the period of two years only. All the Department users are responsible to revalidate their DSC prior to expiry.
5. For all purpose, the server time displayed in the e-Procurement portal shall be the time to be followed by all the users.
6. Government after careful consideration have decided to hoist all tenders costing 5 lakhs or above in the e-procurement portal. This will be applicable across all Engineering Departments such as Works Department, Department of Water Resources, Rural Development and Housing & Urban Development Department. Government of Odisha also welcomes hoisting of tenders by any other departments, authority, corporations, local bodies etc. of the State with prior approval from Works Department. Works Department is the Nodal Department for the implementation of e-Procurement in the State.
7. The e-procurement shall be operated compliant to relevant provisions of OGFR/ OPWD code/ Accounts code/ Government statutes including any amendments brought from time to time to suit to the requirement of the best national practice.
8. Registration in the e-procurement portal is without levy of any charges but Government reserves the right to levy any charges for such value added services in future.
9. Contractor not registered with Government of Odisha, can participate in the e-Procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State.
10. For the role management “Department” is the Administrative Department, Organisation or wing is the Chief Engineer or highest tender accepting authority or equivalent officer, Division is the Executive Engineer or equivalent Officer and Subdivision is the Assistant Engineer or equivalent officer.
11. The e-Procurement software assigns roles for operation of the module for specific function. The terminologies used in the portal and their respective functions in the software are as follows.

11.1 Application Administrator (NIC & State Procurement Cell)

- (i) Master Management
 - (ii) Nodal Officer Creation
 - (iii) Report Generation
 - (iv) Transfer of Officer's login ID.
 - (v) Blocking & unblocking of officer's and bidder's login ID.
- 11.2 Nodal Officer (At organization level not below the Superintending Engineer or equivalent rank)
- (i) Creation of Users
 - (ii) Role Assignment
 - (iii) Report Generation
 - (iv) Transfer of Officer's login ID.
 - (v) Blocking & unblocking of officer's Login ID.
- 11.3 Procurement Officer Publisher (Officer having tender inviting power at any level)
- (i) Publishing of Tender
 - (ii) Publishing of Corrigendum / addendum / cancellation of Tender
 - (iii) Bid Clarification
 - (iv) Uploading of Pre-Bid minutes.
 - (v) Report generation.
- 11.4 Procurement Officer Administrator (Generally sub-ordinate officer to Officer Inviting Tender)
- (i) Creation of Tender
 - (ii) Creation of Corrigendum / addendum / cancellation of Tender
 - (iii) Report generation.
- 11.5 Procurement Officer Opener (Generally sub-ordinate officer to Officer Inviting Tender)
- (i) Opening of Bid
- 11.6 Procurement Officer Evaluator (Generally Sub-Ordinate Officer to Officer Inviting Tender)
- (i) Evaluating Bid
- 11.7 Procurement Officer-Auditor (Procurement Officer Publisher and/or Accounts Officer / Finance Officer)
- (i) To take up auditing

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

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

A. Bid Identification No.-----

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

Further details can be seen from the e-procurement portal "<https://tendersodisha.gov.in>"

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

13. ISSUE OF ADDENDA/ CORRIGENDA/ CANCELLATION NOTICE:

- 13.1. The Procurement Officer Publisher (Officer Inviting Tender) shall publish any addendum/ corrigendum/ cancellation of tender in the website <https://tendersodisha.gov.in>, notice board and through paper publication and such notice shall form part of the bidding documents.
- 13.2. The system generates a mail to those bidders who have already uploaded their tenders and those bidders if they wish can modify their tenders. The bidders are required to watch the website till last date and time of bid submission for any addendum/ corrigendum/ cancellation thereof. Tender Inviting Authority is not responsible for communication failure of system generated mail.

14. CREATION AND PUBLISHING OF BID:

- 14.1. All the volumes/documents shall be uploaded in the portal by the tender creating officer (Procurement Officer Administrator) and published by the Officer Inviting Tender (Procurement Officer Publisher) using their DSCs in appropriate format so that the document is not tampered with
- 14.2. The tender document comprise the notice inviting tender, bid document/ SBD, drawings in .pdf format and the schedule of quantities / BoQ in .xls format to be uploaded by the Officer Inviting Tender.
- 14.3. Procurement Officer Administrator creates tender by filling up the following forms:

i. BASIC DETAILS

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

(a) For Single Cover/Packet:

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

(b) For Two Cover/Packet:

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

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

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

15. PARTICIPATION IN BID:

- 15.1. PORTAL REGISTRATION: The Contractor/Bidder intending to participate in the bid is required to register in the portal using his/her active personal/official e-mail ID as his/her Login ID and attach his/her valid Digital signature certificate (DSC) to his/her unique Login ID. He/ She has to submit the relevant information as asked for about the firm/contractor. The portal registration of the bidder/firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/documents such as (i) PAN and (ii) Registration Certificate (RC) / VAT Clearance Certificate / GST Registration Certificate (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ VAT Clearance. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participate in the online bidding process.
- 15.1.1 Bidders participating through Joint Venture shall declare the authorised signatory through Memorandum of Understanding duly registered and enrol in the portal in the name and style of the Joint venture Company. It is mandatory that the DSC issued in the name of the authorised signatory is used in the portal.
- 15.1.2 Any third party/company/person under a service contract for operation of e-Procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement process that are undertaken through the e-Procurement system irrespective of who operates the system.
- 15.2. LOGGING TO THE PORTAL: The Contractor/Bidder is required to type his/her *Login ID* and password. *The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication.* For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique Login ID, password and DSC combination and authenticates the login process for use of portal.
- 15.3. DOWNLOADING OF BID: The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience before the closing date and time of submission.
- 15.4. CLARIFICATION ON BID: The bidder may ask question related to tender online in the e-procurement portal using his/her DSC; provided the questions are raised within the period of seeking clarification as mentioned in tender call notice/Bid. The Officer Inviting the Bid / Procurement Officer-Publisher will clarify queries related to the tender.

15.5. PREPARATION OF BID

- 15.5.1. The bids may consist of general arrangements drawings or typical or any other drawings relevant to the work for which bid has been invited. Bidder may download these drawings and takeout print for detail study and preparation of his bid. Any other drawings and documents pertaining to the works available with the Officer Inviting The bid will be open for inspection by the bidders.
- 15.5.2. The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including cost of Bid Document, Bid Security, Declaration form, price bid etc. and store in the system.

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

- 15.6.1. As per Works Department Memo No. 17254 dt. 05.12.2017
- 15.6.2. The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 5 days of opening of the tender. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.
- 15.6.3. Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption
- 15.6.4. Government of Odisha has been actively considering integrating e-payment gateway in to the portal for payment of Cost of Bid and Bid Security/ Earnest Money Deposit. The process of using e-payment gateway shall be issued separately after it is established.

16. SUBMISSION OF BID:

- 16.1. The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid & a Financial Bid. The Technical bid generally consist of cost of Bid documents, EMD/ Bid Security declaration, VAT/GST IN, PAN / TIN, Registration Certificate, Affidavits, Profit Loss statement, Joint venture agreement, List of similar nature of works, work in hand, list of machineries, and any other information required by OIT. The Financial Bid shall consist of the Bill of Quantities (BOQ) and any other price related information/undertaking including rebates.
- 16.2. Bidders are to submit only the original BOQ (in .xls format) uploaded by Procurement Officer Publisher (Officer Inviting Tender) after entering the relevant fields without any alteration/ deletion / modification. Multiple BoQ submission by bidder shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than zero value in the specified cells without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.
- 16.3. The bidder shall upload the scanned copy/copies of document in support of eligibility criteria and qualification information in prescribed format in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.
- 16.4. The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BOQ) published by the Officer Inviting Tender. The bidder shall type rates in figure only in the rate column of respective item(s) without any blank cell in the rate column in case of item rate tender and type percentage excess or less up to two decimal places only in case of percentage rate tender.
- 16.5. The bidder shall log on to the portal with his/her DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents.
- 16.5.1. Bids cannot be submitted after due date and time. The bids once submitted cannot be viewed, retrieved or corrected. The Bidder should ensure correctness of the bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid. The bids cannot be opened even by the OIT or the Procurement Officer Publisher/ opener before the due date and time of opening.
- 16.5.2. Each process in the e-procurement is time stamped and the system can detect the time of log in of each user including the Bidder.
- 16.5.3. The Bidder should ensure clarity/legibility of the document uploaded by him to the portal.
- 16.5.4. The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender.
- 16.5.5. The bidder should check the system generated confirmation statement on the status of the submission.
- 16.5.6. The Bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
- 16.5.7. The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
- 16.5.8. The Bidder is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantity duly filled in. It is not necessary for the part of the Bidder to up-load the drawings and the other Bid

- documents (after signing) while uploading his bid. It is assumed that the bidder has referred all the drawings and documents uploaded by the Officer Inviting the Bid.
- 16.5.9. The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time). The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer Inviting the Bid.
- 16.6. SIGNING OF BID: The 'online bidder' shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false / fabricated / bogus, his EMD/Bid Security shall stand forfeited & his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

17. SECURITY OF BID SUBMISSION:

- 17.1. All bid uploaded by the Bidder to the portal will be encrypted.
- 17.2. The encrypted Bid can only be decrypted / opened by the authorised openers on or after the due date and time.

18. RESUBMISSION AND WITHDRAWAL OF BIDS:

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

19. OPENING OF THE BID:

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

20. EVALUATION OF BIDS :

- 20.1. All the opened bids shall be downloaded and printed for taking up evaluation. The officer authorized to open the tender shall sign and number on each page of the documents downloaded and furnish a certificate that "the documents as available in the portal containing _____ nos. of pages".
- 20.2. The bidder may be asked in writing/ online (in their registered e-mail ids) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. The Officer Inviting Tender may ask for any other document of historical nature during Technical Evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the Bidder's price bid. Non submission of legible documents may render the bid non-responsive. The authority inviting bid may reserve the right to accept any additional document.
- 20.3. The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.
- 20.4. The Technical evaluation of all the bids shall be carried out as per information furnished by Bidders.
- 20.5. The Procurement Officer-Evaluators; will evaluate bid and finalize list of responsive bidders.
- 20.6. The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officer-Openers shall log on to the system in sequence and open the financial bids.
- 20.6.1. The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorised representative who wish to be present.
- 20.6.2. At the time of opening of "Financial Bid", bidders whose technical bids were found responsive will be opened.
- 20.6.3. The responsive bidders' name, bid prices, item wise rates, total amount of each item in case of item rate tender and percentage above or less in case of percentage rate tenders will be announced.
- 20.6.4. Procurement Officer-Openers shall sign on each page of the downloaded BoQ and the Comparative Statement and furnish a certificate to that respect.
- 20.6.5. Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.
- 20.6.6. System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Chief Engineer / Head of Department.

21. NEGOTIATION OF BIDS:

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

22. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

- 22.1. The Employer/Engineer-in-Charge shall notify acceptance of the work prior to expiry of the validity period by cable, telex or facsimile or e-mail confirmed by registered letter. This Letter of Acceptance will state the sum that the Engineer-in-Charge will pay the contractor in consideration of execution & completion of the Works by the contractor as prescribed by the contract & the amount of Performance Security and Additional Performance Security required to be furnished. The issue of the letter of Acceptance shall be treated as closure of the Bid process and commencement of the contract.
- 22.2. The Contractor after furnishing the required acceptable Performance Security & Additional Performance Security, "Letter to Proceed" or "Work Order" shall be issued by the Engineer-in-Charge with copy thereof to the Procurement Officer –Publisher. The Procurement Officer-Publisher shall up load the summary and declare the process as complete.
- 22.3. If the L-1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium / JV / firm where such an agency / firm already happens to be or is going to be a partner/member/proprietor, he/ they shall neither be allowed for participation in bidding for three years nor his/ their application will be considered for registration and action will be initiated to blacklist him / them. In that

case, the L-2 bidder, if fulfils other required criteria, would be called for drawing agreement for execution of work subject to condition that the L-2 bidder negotiates at par with the rate quoted by the L-1 bidder, otherwise the tender will be cancelled.

23. BLOCKING OF PORTAL REGISTRATION:

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

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

24. GUIDELINES FOR UNBLOCKING OF PORTAL REGISTRATION:

24.1. UNBLOCKING OF PORTAL REGISTRATION:

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

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

- 24.2. The Chief Manager (Tech), State Procurement Cell will be the convener and he will maintain all records for this purpose. The Committee shall meet not less than once in a month if required & shall consider the recommendation of the officer inviting tender for unblocking of portal registration. The quorum of the meeting will be four.
- 24.3. The minimum period of blocking of Portal Registration shall in no case be less than 90 days. After blocking of Portal Registration, the Contractor whose Portal Registration has been blocked may file application to the concerned officer inviting tender showing sufficient ground for unblocking of his portal registration along with a Treasury Challan showing deposit of Rs. 10,000/- (Rupees ten thousand) only (non-refundable) under the head of accounts '0059 - Public Works' as processing fees. The officer inviting tender shall forward the application filed by the contractor to the Chief Manager (Tech), State Procurement Cell.
- 24.4. On receipt of recommendation from the concerned Chief Engineer along with the copy of challan as mentioned above, the Chief Manager (Tech) being the member Convener of the Committee shall place the case before the Committee for examination and taking a decision in this regard. After examination the Committee may

recommend for unblocking of the portal registration of said contractor if the Committee is satisfied that the fault committed by the contractor is either unintentional or done for the first time.

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

1. These amendments shall take effect from the date of issue of the order.
2. This amendment is an addition to the existing provision and will be placed below Appendix-IX to OPWD Col, Vol-II.

Annexure – VI

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

**Government of Odisha
Works Department**

**Office Memorandum
File No.07556900012016–17254/W Dt.05.12.2017**

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

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

4. **Banking arrangement:**

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

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

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

6. **Settlement of Cost of Tender Paper;**

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

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

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

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

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

8. Forfeiture of EMD :

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

- a) In case the **Earnest Money Deposit on submission of bid** is forfeited, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority.
- b) The Tender inviting authorities of the Government Departments will deposit the forfeited **Earnest Money Deposit on submission of bid**, in the State Government Treasury under the appropriate head (8782-Cash Remittances and Adjustments between the officers rendering accounts to the same Accounts Officer-102-P.W.Remittances-1683- Remittances-91028-Remittances into Treasury) after taking the amount as a revenue receipt in their Cash Book under the head 0075-Misc. General Services-00-101 -Unclaimed Deposits-0097-Misc, Receipts-02080-Misc. Deposits and submit the detail account to DAG (Puri) as a deposit of the Division.
- c) By clicking submit button, system will initiate the forfeiture of EMD. System will not allow the evaluator to edit the initiation after clicking the submit button. Forfeiture option can be carried out in phased manner like one bidder at a time.

9. Role of the Banks:

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

10. Role of State Procurement Cell:

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

11. Role of National Informatics Centre :

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

12. Role of Cyber Treasury :

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

13. Redressal of Public grievances :

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

14. Applicability and modification of existing rules / orders:

The modalities prescribed in this Office Memorandum for downloading of tender paper, submission and rejection of bid, acceptance of Bids as well as refund and forfeiture of earnest deposit will be applicable for electronic submission of bids through e- procurement portal. Existing provisions regulating cost of tender paper, earnest money deposit in OPWD Code and OGFR would stand modified to the extent prescribed.

15. These arrangements would be made effective after signing of MoU between the designated Banks and the State Procurement Cell, firming up of Banking arrangements and technical integration between designated Bank and e-Procurement Portal.

1. This shall take effect from the date of issue of this Office Memorandum.
2. Accordingly, relevant existing codal/ contractual provision exist vide Office Memorandum No.6785/W Dt.09.05.2017 of Works Department stands modified to the above extent.
3. This has been concurred in by the Finance Department vide their UOR No.-39-WF-I Dt.09.11.2017.

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

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

ANNXURE-I of Annexure - Vi

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

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

3. Accordingly Office Memorandum No.1027 dt.24.01.2009 stands modified.
4. This has been concurred in by the Finance Department vide their UOR No.3-WF-1 dt.04.01.2013.

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

NB;-The above said procedure for payment of EMD & cost of bid has been amended and newly electronic payment mode has been introduced vide OM No. 17254 dtd. 05.12.2017 & No. 4559 dt. 05.04.2021 of the Works deptt., Govt. Of Odisha which has been effected from issue of this office memorandum. Accordingly relevant existing codal / contractual provision exists vide OM No. 6785 dtd. 09.05.2017 of Works Deptt., Govt. Of Odisha stands modified to the above extent.

AFFIDAVIT

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 on RWSS/PHEO in India nor any contract awarded to us by the state of Odisha for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorise(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understand 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)

Title of Officer

Name of Firm

DATE

Letter of Acceptance
(Letterhead paper of the Employer)

_____ [date]

To : _____ [name and address of the Contractor]

Dear Sir(s)

This is to notify you that your Bid dated _____ for execution of the work “**[insert name of the work]**” on turnkey basis involving design and execution of works _____ [Name of the contract and identification number, as given in the Instructions to Bidders] for the Contract Price of Rupees _____ (Rs. _____) [amount in words and figures], as corrected and modified in accordance with the Instructions to Bidders¹ is hereby accepted by our Agency.

We note that as per bid, you do not intend to subcontract any component of work

(Or)

We note that as per bid, you propose to employ _____ as sub-contractor for executing _____.

(Delete which is not applicable)

You are hereby requested to furnish Performance Security and Additional Performance Security (if any) in the form detailed in Para 32.1 of ITB for an amount of Rs. _____ within **15** days of the receipt of this letter of acceptance and sign the contract, failing which action as stated in Para 32.3 of ITB will be taken.

Yours faithfully,

Authorised Signature

Name and Title of Signatory

Name of Agency

-
1. Delete “corrected and” or “and modified” if only one of these actions applies. Delete “as corrected and modified in accordance with the Instructions to Bidders” if corrections or modifications have not been effected.

Issue of Notice to proceed with the work
(Letterhead of the Employer)

----- (Date)

To

_____ [Name and address of the Contractor]

Dear Sirs :

Pursuant to your furnishing the requisite security as stipulated in ITB clause 32.1 and signing of the contract for the work"[insert name of the work]" on turnkey basis involving design and execution of works@ a Bid Price of `....., 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 authorised to
sign on behalf of Employer)

Agreement Form

Agreement

This agreement, made the _____ day of _____ 20____ between _____ [name and address of Employer] (hereinafter called "the Employer") and _____ [name and address of contractor] (hereinafter 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] (hereinafter called "the Works") and the Employer has accepted the Bid by the contractor for the execution & completion of such Works and the remedying of any defects therein , at a contract price of Rs _____

NOW THIS AGREEMENT WITNESSETH as 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 hereinafter 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 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) Conditions of Contract (including special condition of contract)
 - (v) Contract Data
 - (vi) Specification
 - (vii) Drawings
 - (viii) Bill of Quantities (optional)
 - (ix) Payment schedule and
 - (x) Any other documents listed in the Contract Data as forming part of the Contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The common seal of _____

Was hereunto affixed in the presence of:

Signed, sealed and delivered by the said _____

In the presence of:

Binding Signature of Employer _____

Binding Signature of Contractor. _____

Schedule-I

TENDER DECLARATION

[To be filled in by the tenderer]

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

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

Signature of Tenderer /
Contractor(Seal)

Schedule-2

DECLARATION BY THE TENDERER

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

Signature of the Tenderer

SECTION 3

CONDITIONS OF CONTRACT

Conditions of Contract

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CONDITIONS OF CONTRACT

A. GENERAL

1. Definitions

- 1.1. Terms, which are defined in the Contract Data and not defined in the Conditions of Contract shall keep their defined meanings. Capital initials are used to identify defined terms.
- 1.1.1 **Bill of Quantities** means the priced and completed Bill of Quantities;
- 1.1.2 Compensation events are those defined in clause 41 hereunder
- 1.1.3 The **Completion Date** is the date of completion of the Works as certified by the Engineer in accordance with Sub Clause 50.
- 1.1.4 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 Clause 2.3 below.
- 1.1.5 The **Contract Data** defines the documents and other information, which comprise the Contract.
- 1.1.6 The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.
- 1.1.7 The **Contractor's Bid** is the completed Bidding document submitted by the Contractor to the Employer and includes Technical and Financial bids.
- 1.1.8 The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
- 1.1.9 **Days** are calendar days; months are calendar months.
- 1.1.10 A **Defect** is any part of the Works not completed in accordance with the Contract.
- 1.1.11 The **Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date.
- 1.1.12 The **Employer** is the party who will employ the Contractor to carry out the Works.
- 1.1.13 **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, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, recommending extensions of time, and valuing the Compensation Events.
- 1.1.14 **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- 1.1.15 **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.
- 1.1.16 **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.
- 1.1.17 **Materials** are all supplies, including consumables, used by the contractor for incorporation in the Works.
- 1.1.18 **Plant** is any integral part of the Works, which is to have a mechanical, electrical, electronic or chemical or biological function.
- 1.1.19 The **Site** is the area defined as such in the Contract Data.
- 1.1.20 **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.

- 1.1.21 **Specification** means the Specification of the works included in the Contract and any modification or addition made or approved by the Employer.
- 1.1.22 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.
- 1.1.23 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.
- 1.1.24 **Temporary Works** are works designed, constructed, installed, and removed by the Contractor, which are needed for construction or installation of the Works.
- 1.1.25 A **Variation or change in scope** is an instruction given by the Employer, which varies the change in scope of works.
- 1.1.26 **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.
- 1.1.27 **Year** may be understood as financial year.

Note:- All the condition of P1 contract as per Odisha PWD shall be applicable.

2. Interpretation

- 2.1. In interpreting the 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 condition 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 of the whole of the works).
- 2.3. The documents forming the Contract shall be interpreted in the following order of priority:
- (1) Agreement
 - (2) Letter of Acceptance, notice to proceed with the works
 - (3) Contractor's Bid
 - (4) Contract Data
 - (5) Conditions of Contract including Special Conditions of Contract
 - (6) Specifications
 - (7) Drawings
 - (8) Bill of quantities (optional) and
 - (9) Any other document listed in the Contract Data as forming part of the Contract.
 - (10)

3. Languages 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

- 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

- 6.1. 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. Sub-contracting does not alter the contractor's obligations.

- 7.2 The contractor shall not be required to obtain any consent from the employer for :

- (a) the Sub-contracting of any part of the works for which the sub-contractor is named in the contract;
- (b) the provision of labour; and
- (c) the purchase of materials which are in accordance with the standards specified in the Contract.
- (d) Beyond this if the contractor 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/Employer will consider the following before according approval:
 - The contractor shall not sub-contract the whole of the works.
 - The contractor shall not sub-contract any part of the work without prior consent of the Engineer. Any such consent shall not relieve at 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.
 - The Engineer should satisfy 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 be entrusted to them in proportion to the quantum of work to be sub-contracted.
 - If payments are proposed to be made directly to that sub-contractor, this should be subject to specific authorization by the prime contractor so that this arrangement does not alter the contractor's liability or obligations under the contract.

Note: All bidders are expected to indicate clearly in the bid, if they proposed sub-contracting elements of the works amounting to more than 20 percent of the Bid Price. For each such proposal the qualification and the experience of the identified sub-contractor in the relevant field should be furnished along with the bid to enable the employer to satisfy himself about their qualifications before agreeing for such sub-contracting and include it in the contract. In view of the above, normally no additional sub-contracting should arise during execution of the contract.

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 referred 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 besides those as listed at section -8 to carry out the functions stated in the Schedule or other personnel approved by the Engineer. 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.
- 9.2 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. Employer's and Contractor's Risks

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

11. Employer's Risks

The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in India, 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 employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive.

12. Contractor's Risks

All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance

- 13.1. The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover for the period as stated below against the events and in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:
- A) **From the starting date to the end of defect liability period**
- (a) Loss of or damage to the Works.
- B) **From the starting date till completion of the work as per agreement.**
- (a) Loss of or damage to plant and materials and equipment;
- (b) Loss of or damage of property (except the works, plant, materials and equipment) in connection with the Contract; and
- (c) Personal injury or death.
- 13.2 If all the items listed in clause 13.1(B) can be combined/grouped under one insurance cover like contractors, All Risk (CAR) Policy, then the same is acceptable.
- 13.3 Prior to seven days before the start date, the contractor shall furnish to the Engineer notarized true copies of the certificates of insurance, copies of insurance policies and premia payment receipt in respect of such insurance for the Employer's approval. 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.

- 13.4 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.
- 13.5 Alterations to the terms of insurance shall not be made without the approval of the Employer.
- 13.6 Both parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports

- 14.1. The Contractor, in preparing the Bid, may rely on any site Investigation Reports referred to in the Contract Data, which are indicative and not exhaustive. The Employer shall provide all available details to the contractor (Bidder) for his information, if requested by him at least one week prior to the bid submission date. The bidder shall be responsible for interpreting all such data. After award of work the contractor shall carry out detail survey and investigation for preparation of detail design as per the scope of the work and time period stipulated at section 8.

To the extent which was practicable (taking account of cost and time) the contractor (Bidder) shall be deemed to have obtained all necessary information as to risk, contingencies and other circumstances which may influence or affect the tender or works. To the same extent, the contractor (Bidder) shall be deemed to have inspected and examined the site, its surroundings, the above data and other available information, and to have satisfied before submitting the tender as to all relevant matters, including (without limitation):

- (a) the form and nature of site, including subsurface condition,
- (b) the hydro geological and climatic conditions,
- (c) the extent and nature of the work and Goods necessary for the execution and completion of the works and the remedying of any defects,
- (d) the Laws, procedures and labour practices of the country, and
- (e) the contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services,
- (f) Availability of required materials.

15. Queries about the Contract Data

- 15.1. The Employer will clarify queries on the Contract Data if any during the pre-bid meeting.

16. Contractor to Construct the Works

- 16.1. The Contractor shall construct and install the Works in accordance with the approved Specification and Drawings. All designs and drawings and specifications to be furnished by the contractor shall be approved by the Employer before execution in accordance with Clause 18.
- 16.2 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 may be issued in this respect in future by the State or Central Government of the local authority. The contractor shall also abide by the requirements as per Attachment-X of the Bid document.

Salient features of some of the major laws that are applicable are given below:

- (1) The Water (prevention and Control of Pollution) Act, 1974**
- (2) The Air (prevention and Control of Pollution) Act, 1981**
- (3) The Environment (Protection) Act, 1986**
- (4) The public Liability Insurance Act, 1991**

17. The Works to be completed by the Intended Completion Date

- 17.1. The Contractor may 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, and complete them by the Intended Completion Date.

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 of Temporary Works.
- 18.3 The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 18.4 The Contractor shall obtain approval to the design, drawings and specifications of all components of the work, except those for temporary works as stated at Clause 18.1, from approved institutions at its own cost. Such approved documents needs to be submitted to the Employer within the stipulated datelines as mentioned in the contract data and at section-8.
- 18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer / Engineer before their use.

19. Safety

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

20. Discoveries

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

The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the contract data the employer is deemed to have delayed the start of the relevant activities and this will be compensation Event.

22. Access to the Site

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

25. Procedure for settlement of Disputes/Arbitration

- 25.1 In case of dispute or difference arising between the Employer and 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.

26. Replacement of Adjudicator

Not applicable

B. TIME CONTROL

27. Programme

- 27.1 Within 14 days of issue of letter of award or the time stated in the Contract Data the successful bidder shall submit to the Employer detail work Programme showing the general methods, arrangements, order and timing for all the activities in the Works along with monthly cash flow forecast. The agreed work programme / milestones during such contract negotiation shall form a part of the agreement.
- 27.2 An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 27.3 The contractor shall submit to the Employer, for approval, an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue programme has been submitted.
- 27.4 The Employer's approval of the Programme shall not alter the Contractor's obligations .The Contractor may revise the Programme and submit it to the Employer again at any time. A revised Programme is to 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.

29. Delays Ordered by the Engineer

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

30. Management Meetings

- 30.1 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.

- 30.2 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. Early Warning

- 31.1 The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the work 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.
- 31.2 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.

C. QUALITY CONTROL

32. Identifying Defects

- 32.1 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. Tests

- 33.1 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.

34. Correction of Defects

- 34.1 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.
- 34.2 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.

35. Uncorrected Defects

- 35.1 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.

D. COST CONTROL

36. Change in the Quantities: (Optional)

37. Change of scope (variation) and procedure for change of scope

37.1 The Employer may require the contractor to make modifications/ alterations to the construction work before the issue of completion certificate either by giving an instruction or by requesting the contractor to submit a proposal for change of scope involving additional cost or reduction in cost. Any such change of scope shall be made and valued in accordance with the provisions of this contract and the contractor, in that event, will have no further claim on the ground that had it been known/disclosed earlier he would have made such charges in other connected work in their design, construction which would have saved him some cost and given him other consequential benefits.

37.2 Change in scope may include:

(a) Change in specification 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.

37.3 In the event of the Employer determining that a change of scope is necessary, it shall issue notice to the contractor a notice specifying in reasonable detail the works contemplated there under ("Change in scope notice")

37.4 Upon receipt of change in scope notice, the contractor shall with due diligence, provide to the Employer through the Engineer within seven days time such information as as is necessary together with documentation in support of;

- (a) the impact, of any, which the change in scope is likely to have on the completion of the work
- (b) the options for implementing the proposed change of scope and the effect, if any, each on the cost and time thereof including the following details;
 - (i) break down of quantities, unit rates and cost for different items of work
 - (ii) proposed design for the change of scope
 - (iii) proposed modifications, if any, to the construction period with updated work programmes (all variations shall be included in updated programme produced by the contractor)

37.5 The contractor's quotation for change of scope shall be based on the detail design and rates for various items of works as derived on the basis of his original bid price (in case of repetition of similar item as per original contract) or PH specification and prevailing market rates (in case of new item not envisaged in the original contract)

37.6 The value of all change of scope of work shall not exceed 5% of the total contract price for the construction work.

38. Payments for change of scope (Variations)

38.1 The Employer shall assess the change in scope proposal and contractor's quotation and upon reaching an agreement; the Employer shall issue the change scope order requiring the contractor to proceed with the performance thereof.

38.2 If the contractor's quotation is unreasonable, the Employer may order the variation and make a change to the contract price which shall be based on Employer's own forecast of the effects of the variation on the contractor's cost.

38.3 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the variation shall be treated as a compensation event, subject to condition that such variation shall not exceed 5% of the total contract price for the contract work.

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

39 Payment certificates

39.1 The contractor shall submit to the Engineer statements of the value of the work completed.

39.2 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 condition set forth in sub-clause 47.3 of the contract data (secured advance).

39.3 The value of work executed shall be determined by the Engineer.

39.4 The value of work executed shall comprise the value of the quantities of the items as per the mile stone and work programme attached to the Clause-8 of Contract Data. The milestone and work programme shall incorporate by the TIA as per nature of work.

39.5 The value of work executed shall include the variation of change in scope (variation) and compensation events, if any.

39.6 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.

40 Payments

Payments shall be adjusted for deductions for retention, other recoveries in terms of the contract and taxes at source, as applicable under the law. The Engineer shall pay the Contractor the amounts as per the payment schedule attached to the contract.

41 Compensation Event

41.1 The following are the compensation events unless they are caused by the contractor:

- (a) The Employer does not give access to a part of the site by the site Possession date stated in the contract data.
- (b) Other contractors, public authorities of 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.

41.2 If a compensation Event would prevent the work being completed before the intended completion date, the Intended completion date shall be extended. The contractor will react competently and promptly to the event and shall submit information demonstrating the effect of the compensation Event and the required extended time period for completion.

41.3 The Engineer shall examine the information furnished by the contractor and shall recommend to the Employer by how much time the Intended completion date shall be extended. The Employer shall decide / sanction the required extension of time due to such compensation event.

41.4 The contractor shall not be entitled 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.

42. Tax

The rates quoted by the Contractor shall be deemed excluding of GST but including of Income tax, Labour Cess applicable as per Government rules prevailing at the time of bidding 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.

43 Currencies

All payments shall be made in Indian Rupees.

44. Retention

44.1 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.

- 44.2 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.

45. Liquidated Damages

- 45.1. The Contractor shall pay liquidated damages to the Employer at the rate per week stated in the Contract Data for each week 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. Payment of liquidated damages shall not relieve the contractor from his/her/their obligation to complete the works or from any other duties, obligation or responsibilities which he/she/they may have under the contract.
- 45.2. 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.
- 45.3. 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 week or part of week which shall elapse between relevant time for completion and the date stated in the taking over certificate of the whole of the works or the mile stone, subject to the limit stated in the contract data.

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. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works or from any other of his obligations and liabilities under the contract.

- 45.4. 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.

46 Bonus Payments

- 46.1 The procedure for payment of bonus (incentive) shall be as per the latest amendment to Para 3.5.5 of OPWD code Vol. – I or latest amendment of government as applicable.
- 46.2 If the contractor achieves completion of the whole of the works prior to the Intended completion date prescribed in the contract data the Employer shall pay to the contractor a sum stated in the contract data as bonus (incentive) for every completed month which shall elapse between the date of completion of all items of works as stipulated in the contract and the time prescribed in clause 17
- 46.3 For the purpose of calculating bonus payment, the time given in the Bid for completion of the whole of the works is fixed and unless otherwise agreed, no adjustments of the time by reason of granting of extension of time pursuant to clause no 28 or any other clause of these conditions will be allowed. Any period falling short of a complete month shall be ignored for the purpose of computing the period relevant for the payment of bonus.

47 Deleted.

48 Securities

The Performance Security shall be provided 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 be valid up to the end of Defects Liability Period.

49 Cost of Repairs

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 at clause 12.

E. FINISHING THE CONTRACT

50. Completion

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.

51. Taking Over

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

52. Final Account

- 52.1. The Contractor shall supply 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.

53. Operating and Maintenance Manuals

If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data

or

If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

54. Termination

- 54.1. The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

- 54.2. 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 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.

For the purpose of this paragraph: "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. "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 Borrower, 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 Borrower of the benefits of free and open competition."

54.3 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 54.2 above, the Engineer shall decide whether the breach is fundamental or not.

54.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

54.5 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.

55. Payment upon Termination

55.1. 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.

55.2. If the Contract is terminated at the Employer's convenience 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 Equipments, repatriation of the contractor's personnel employed solely on the works and the contractor's cost of protecting and securing the works.

56. Property

56.1. 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.

57. Release from Performance

57.1. 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.

F. SPECIAL CONDITIONS OF CONTRACT

58.1. LABOUR:

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, 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 labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

58.2. COMPLIANCE WITH LABOUR REGULATIONS:

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed

or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour 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.

59. SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.

- a) Workmen Compensation Act 1923 :- The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) 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 on death, the rate of 15 days wages for every completed year of service. The Act is applicable to, all establishments employing 10 or more employees.
- c) 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.
- d) Maternity Benefit Act 1951 :- The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) Contract Labour (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 required taking license from the designated officer. The Act is applicable to the establishments or Contractor of Principal Employer, if they employ 20 or more contract labour.
- f) 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, Runways are scheduled employments.
- g) 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.
- h) 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.
- i) Payment of Bonus Act 1965:- The Act is applicable to all establishments employing 20 or 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.3500/- per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above up to Rs.3500/- per month shall be worked out by taking wages as Rs.2500/- 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.

- j) 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.
- k) Industrial Employment Standing Orders Act 1946:- 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.
- l) Trade Union 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.
- m) Child Labour (Prohibition & Regulation Act 1986): - The Act prohibits employment of 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.
- n) 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, traveling expenses from home upto the establishment and back, etc.
- o) 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 2% 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.
- p) Factories Act 1948:- The Act lays down the procedure for approval of 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.

60.19 SITE VISIT AND CONSTRUCTION & ERECTION FACILITIES

60.19.1 Site Visit:

The tenderer before tendering shall inspect the site at his own cost in consultation with the **Additional Chief Engineer, RWS&S Circle, Balasore / Executive Engineer RWS&S Division, Rairangpur** in charge of the work and shall satisfy himself with regard to the nature and extent of the work involved, the actual site conditions, existing facilities & shall collect any other information which may be required before submitting the tender. Any claim afterwards by the tenderer shall not be entertained on account of the ignorance of the site conditions.

60.19.2

Construction & Erection Facilities:

- 61 Sample of all material** - The contractor shall supply sample of all materials fully before procurement for the work for testing and acceptance as may be requiring by the concerned Superintending Engineer.
- 62** Super class contractor shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Odisha. Special class contractor shall employ under him one graduate Engineer and two Diploma Holders belonging to the state of Odisha. Like wise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Odisha. The contractor shall pay to the Engineering personnel monthly emoluments, which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Odisha. The Engineer-in Chief (Civil), Odisha may however assist the contractor with names of such unemployed Graduate engineers and Diploma Holders if such help is sought for by the contractor. The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill of the Super Class, Special Class or 'A' Class Contractor shall be accompanied by an employment Roll of the Engineering personnel together with a Certificate of the Graduate Engineer or Diploma Holder so employed by the contractor to the effect that the work executed as per the bill has been supervised by him.(Vide Works Department No. Codes M-22/91-15384 dated 9.7.91). The required certificate is to be furnished in the proforma contained in a separate sheet vide Schedule-I.
- 63** An engineering personnel of the executing agency should be present at work site at the time of visit of High level Inspecting officers.
- 64** All reinforced cement work should conform to Odisha Detailed specification and should be of proportion M-15 and M-20 having a minimum compressive strengthen (in work test) 150Kg/200Kg: per Cm² in 15 Cm cubes at 28days, after mixing and test conducted in accordance with IS 456/2000 and IS 516 using 12mm to 20mm. size hard black crusher broken granite chips (20mm size not be exceed 25%).
- 65** Bailing out of water from the foundation, pipeline trenches S. Tanks/Soak pits/Sumps/M.H. etc. either rainwater or sub-soil water if necessary should be borne by the contractor. No payment will be made for benchmarks. Level pillars, profiles and benching and levelling the ground wherever required. The rates quoted should be for finished items of works inclusive of these incidental items of work.
- 66** It should be understood clearly that no claims whatsoever would be entertained.
- 67** The tenderer shall have to abide by the C.P.W.D. safety code rules introduced by the Government of India, Ministry of work Housing and Supply in their standing order No-44150 dtd.25.11.57.
- 68** All fittings for doors and windows P.H. & Electrical works as supplied by the Contractor should be of best quality and conform to relevant I.S. specification and should be got approved by the Engineer-in-charge of the respective wing before they are used on the work.
- 69** After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing buildings, if found necessary and bear the entire cost of such test, including the inspection of Electrical Inspector.
- 70** The Tenderer has to furnish along with their tender 1.a list of works, which are at present in their hand 2. list of T&P and 3.list of work executed.
- 71** All reinforced cement concrete works should be finished smooth Extra charges for plastering if required to any R.C.C. structures like roof slab, Columns, Chajjas, fins, parapets, shelves etc. shall not be paid.
- 72** The tenderer may at his option quote reasonable rate for each item of work carefully so that the rate for one item should not be unworkably low and for others too high.
- 73** The contractor has to arrange the samples of materials required for execution to be got tested and approved by the Department before taking up the work and during course of execution required from time to time. All such samples are to tested at Government Test house. Alipore or at Control and Research Laboratory at the cost of the Contractor with no extra cost to the Department for civil work.
- 74** If there is any damage to the work due to natural calamities like flood or cyclone or any other cause during the course of execution of work or up to **12 (twelve) months** after completion of work or if any, imperfection becomes apparent to the work with in **12 (twelve) months** from the date of final certificate of completion of work the contractor shall make good of all such damages at his own cost with no extra cost to the Department. No claims, whatsoever, in this regard will be entertained.
- 75** The K.B. bricks should be well burnt and of good qualities. The bricks should be approved by the Engineer-in-charge before use in the work and should conform to the minimum strength as per National Building Code.

- 76 Under Section 1 of contract labour Regulation and Abolition Act 1970 the contractor who undertakes execution of work through labour should produce valid licence from the licensing authority of labour Department.
- 77 Standard co-efficient for linear measurement will be adopted while calculating consumption of steel and no claim whatsoever regarding difference in co-efficient of steel will be entertained. The rates quoted shall be inclusive of any eventuality of difference for co-efficient for linear measurements.
- 78 Engineering contractors excepting those claiming exemption with production of affidavit, should furnish E.M.D. along with the tenders as specified in the Tender Notice failing which the tender will be summarily rejected.
- 79 That for the purpose of jurisdiction in the event of disputes if any of the contract would be deemed to have been entered in to within the State of Odisha and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any place outside the State of Odisha.

H. Important General Conditions of Contract.

80.

80.1 Decision of Executive Engineer is Final:

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

80.2 Amendment of Errors during Progress of Work:

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

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

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

80.4. Deviation from Approved Drawing and Specifications:

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

80.5. Rate for Extra Work.

Any authority given by the Executive Engineer, for any alterations or additions in or to the works, is not to vitiate contract. But all additions, omissions or variations made in carrying out the works are to be measured and valued and certified by the Executive Engineer and added to or deducted from the amount of the contract as the case may be. For new items the same shall be paid at the rates, in accordance with the sanctioned schedule of rates, in force at the time, when the particular item of work was commenced. In those cases in which rates do not exist, the **Engineer-in-Charge (insert competent authority)**, will fix the rates to be paid and his decision shall be final.

80.6. Extension of Time:

If the contractor shall desire an extension of time for completion of the work on the ground of his having been come across with unavoidable hindrance in its execution or any other grounds he shall apply in writing to Executive Engineer within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid and the authority shall if in his opinion (which shall be final) as reasonable ground be shown thereof authorized such extension of time if any, as may in his opinion, be necessary or proper. The authority shall at the same time inform the contractor whether the authority claims compensation for delay, in case there is any delay in execution due to non-availability of stock materials or land or rise in cost of materials and labour or any reason whatsoever beyond the control of authority, the contractor is bound to execute the work as per the terms and rates in the contract and no monetary claim on such account will be acceptable to the authority but extension of time, proportionate to the delay in execution may be granted by the authority considering the merit of the case. The competent authority reserves the right to take any expert advice of any Committee/ Secretary/ Legal Advisor while considering the application of the contractor for extension of time and can impose any condition which shall be binding on the contractor.

80.7. Supply of Materials:

The contractor shall at his own expense provide all materials required for the work. The materials supplied by the contractor shall conform to relevant latest editions of the specification and codes of practices of the Bureau of Indian Standards or in their absence to other specifications as may be specified by the Engineer-in-charge. The contractor shall furnish necessary certificates in support of the quality of the materials as may be required by the Engineer-in-charge.

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

The Executive Engineer has full power for removal from the premises of all materials which, in his opinion, are not in accordance with the specification and in case of default, the Executive Engineer is to be at liberty to sell such materials and to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Executive Engineer is also to have full power to require other proper materials to be substituted and in case of default, the Executive Engineer may cause the same to be supplied and all costs which may attend such removal and substitution are to be borne by the contractor and may be recovered from the sale proceeds of such rejected materials when necessary, the balance, if any, being kept in deposit in the contractor's favour.

81.1 The successful bidder is to purchase materials necessary for execution of work contract from local SSI units & MS Enterprises having valid rate contract & ISI mark.

81.2. Execution with Defective Workmanship & Improper Materials.

If in the opinion of the Executive Engineer any of the works have been executed with improper materials or defective workmanship, the contractor is then required by the Executive Engineer forthwith to re-execute the same and to substitute proper materials and workmanship and in case of default of the contractor in so doing within a week, the Executive Engineer is to have full power to employ other agency to re-execute the work and the cost thereof shall be borne by the contractor.

81.3. Rectification of Defects within Guarantee Period:

Any defects, shrinkage or other faults which may appear within 12 (twelve) months from the completion of the work arising out of defective or improper materials or workmanship are upon the direction of the Executive Engineer to be amended and made good by the contractor at his own cost unless the Executive Engineer for reasons to be recorded in writing shall decide that they ought to be paid for and in case of default, the Governor of Odisha may recover from the contractor the cost of making good the works.

81.4. Responsibility of the Contractor during Execution of Work:

From the commencement of the works to the completion of the same they are to be under the contractor's charge. The contractor is to be held responsible for and to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they are to hold the Governor of Odisha harmless from any claims for injuries to persons or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or of any one of his employees during the execution of the works.

81.5. Execution of Works in the Site by Other Workmen:

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

81.6 Compensation for Delay:

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

compensation to be paid under the provision of this clause shall not exceed 10% (Ten Percent) of the estimated cost of the work as shown in the tender.

- (b) If there are possibilities of exceeding this compensation amount as mentioned in clause (a) 10% of the estimated cost, or in any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit in the hands of Government (whether paid in the sum or deducted by instalments) the Executive Engineer on behalf of the Governor of Odisha, shall have power to adopt any of the following courses, as he may deem best suited to the interest of the Government.
- i) **To rescind the contract (of which recession notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence) 20% of the value of the left over work will be realized from the contractor as penalty.**
 - ii) To employ labour paid by Deptt. of Water Resources and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which the cost and price certificate of the Executive Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respect in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract; the certificate of the Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.
 - iii) To measure up the work of the contractor and to take such part of the work of the contract, as shall be unexecuted out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Government under the contract or otherwise or from his security deposit or the proceeds of sale thereof or a sufficient part thereof.

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

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

If the contractor shall become bankrupt or compound with or make any assignment for the benefit of his creditors or shall suspend or delay the performance of his part of the contract (except on account of cause mentioned in **Clause 61.12** or in consequence of not having proper instructions for which the contractor shall have duly applied) the Executive Engineer may give to the contractor or his assignee or trustee as the case may be notice requiring the works to be proceeded with and in case of default on the part of the contractor for a period of seven days, it shall be lawful for the Executive Engineer to rescind the contract, if necessary, and to enter upon and take possession of the work and to employ any other person to carry on and complete the same and to authorise him or them to use the plant, materials and property of the contractor upon the works and the costs and the charge incurred in any way in carrying on and completing the said works are to be paid to the Executive Engineer by the contractor or may be set off by the Executive Engineer against any money due or to become due to contractor. If the assignee or trustee of the Contractor proceeds with the work, the conditions of this contract shall be binding upon the said assignee or trustee.

82.0 Price Variation / Escalation Clause: (Vide Works Deptt. Office Memorandum No.15847/W dt.19.11.2019): shall be applicable as deemed feet.

82.1. Defects Liability Period:

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

82.2. Contractor Liable for Damage done & for Imperfection for 6 (six) months after Certificate:

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

82.3. Action where No Specification is mentioned:

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

82.4. Black Listing:

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

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

82.5. If the rate quoted by the bidder is less than 15% of the tendered amount, then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids. But if more than one bid is quoted at 14.99% (Decimals upto two numbers will be taken for all practical purposes) less than the estimated cost, the tender accepting authority will finalize the tender through a transparent lottery system, where all bidders / their authorized representatives, the concerned Executive Engineer and DAO will remain present.

(As included in Appendix – IX, Clause – 36 of OPWD Code Vol.II vide Works Department letter No.12366/W dt.18.11.2013).

82.6 If L₁ bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. In that case, the L₂ bidder, if fulfils, other required criteria would be called for drawing agreement for execution of work subject to the condition that L₂ bidder negotiates at par with the rate quoted by the L₁ bidder otherwise the tender will be cancelled. In case a contractor is black listed, it will be widely published and intimated to all Departments of Government and also to Government of India agencies working in the State.

(As included in Para 3.5.14 Note-I of OPWD Code Vol.I vide Works Department letter No.12366/W dt.18.11.2013).

82.7 Before acceptance of tender, the successful bidder will be required to submit a work programme and milestone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on the part of the agency to achieve the milestone liquidated damaged will be imposed.

(As included in Para 3.5.18 Note-VIII of OPWD Code Vol.I vide Works Department letter No.12366/W dt.18.11.2013).

dt. 18.11.2013).

83.0. Rates:

The Tenderer shall quote their offer on '..... **Rate**' for the complete work in all respects. The offer shall be inclusive of cost of all materials, labour, T&P inclusive of including the building and other construction workers welfare cess with surcharge, tollages, royalties, packing and forwarding, transportation, insurance, loading & unloading, storage, watch and ward, delivery of the materials to the site etc. and all other expenses incidental thereto for successful completion, testing & commissioning of the work excluding of GST
GST as applicable on works contract shall be paid extra.

83.1 Guarantee:

Defect liability period is **12 (twelve) months** from the date of final acceptance of the work conforming to provisions in scope of work. During this period, the contractor shall replace the defective materials if any or rectify the defects if any at his own cost as pointed out by the Engineer-in-charge to the satisfaction of the later.

84.0. Rescission of Contract:

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

- i) If the **contractor** having been given by the Executive Engineer a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workmen like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii) If the contractor being a company shall pass a resolution on the court shall make an order that the company shall be wound up or if a receiver or a **manager** on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle to court to make a winding up order.
- iii) If the contractor has, without reasonable cause, suspended the progress of the work with due diligence so that in the opinion of the Executive Engineer (which shall be final & binding) he will be unable to secure completion of the work by the date of completion and continues to do so after a notice in writing of seven days from the Executive Engineer.
- iv) If the contractor fails to comply with the provisions of **Clauses** & other relevant clauses mentioned elsewhere in this DTCN.
- v) If the contractor fails to complete the work within the stipulated date or items of the work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Executive Engineer.
When the contractor has made himself liable for action under any of the cases aforesaid, the **accepting authority** shall have the powers to rescind the contract (of which rescission notice in writing to the contractor under the hand of Executive Engineer shall be conclusive evidence), **20% of the value of the left over work** will be realized from the contractor as Penalty.

84.1. In case of rescission of contract as per **Clause-61.24** the contractor shall have no claim to compensation for any loss sustained by him by regions of having purchased or procured any materials or entered any engagement on account of or with a view to execute the work / performance of the contractor.

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

- i) All tendered rates shall be inclusive of all taxes and levies payable under respect statutes. However, pursuant to the Constitution (46th Amendment) Act, 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the(insert proper competent

authority) (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.

- ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of the Department and/ or the Engineer-in-Charge and further shall furnish such other information/ document as the Engineer-in-Charge may require from time to time.
- iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (Forty Sixth Amendment) Act, 1982, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

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

84.1(c) Royalty, if any, at the prevailing rate on minerals will be deducted from the bills of the contractor and deposited with concerned authority, if applicable.

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

84.3 Incentive for Early Completion For availing incentive clause in any project which is completed before the stipulated date of completion, subject to other stipulations it is mandatory on the part of the concerned Executive Engineer to report the actual date of completion of the project as soon as possible through fax or e-Mail so that the report is received within 7 days of such completion by the concerned A.C.E, CE & the Administrative Department.

The incentive for timely completion should be on a graduated scale of 1 (one) percent to 5(Five) percent of the contract value. Assessment of incentives may be worked out for earlier completion of work in all respect in the following scale. (As amended in Works Department letter No.5288/W dt.4.05.2016 to Para-3.5.5 (V) Note-III of OPWD Code. Vol.I)

Before 30% of contract period	Before	=	5% of contract value
Before 20 to 30% of contract period		=	4% of contract value
Before 10% to 20% of contract period		=	3% of contract value
Before 5% to 10% of contract period		=	2% of contract value
Before 5% of contract period		=	1% of contract value

I. Addendum to special condition of contract

- (i) All materials before they are being used in the items of works as per this Schedule of quantities and also the finished items of work where tests are applicable shall have to be tested through the Engineer-in-charge of the respective wing at appropriate Laboratories according to the relevant I.S. specifications of the materials and the said items of works and the cost of all such tests shall have to be borne by the Contractor and the rates of the items of works should be inclusive of cost of such tests.
 - (ii) The tests have to be planned & carried out such that the progress of work is not hampered
 - (iii) The tests are mandatory as per the prescribed frequencies and I.S. specifications. However, these are not exhaustive and the Engineer-in-charge has the right to prescribe other required test if any as will be considered from time to time.
1. In case of ambiguity between clauses of this D.T.C.N. and the P1/ F2 contract form, the relevant Clauses of the P1/F-2 contract form shall prevail over the D.T.C.N. The clauses not covered under P1/F2 contract form shall be governed by the clauses of the D.T.C.N.
 2. It must be definitely understood that the Government does not accept any responsibility for the correctness and completeness of the trial borings shown in the Cross Section.
 3. Schedule of quantities is accompanied in Cover-II (Price Bid). It shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alternation or omissions, deductions or alternations set forth in the conditions of the contract and such omissions, deductions, additions or alternations shall no way invalidate the contract and no extra monetary compensation, will be entertained.
 4. In case of any complaint by the labour working about the non payment or less payment of his wages as per latest minimum Wages Act, the Superintending Engineer will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the labour directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the Superintending Engineer is final and binding on the contractor.
 5. The contractor should arrange the materials like Steel, Cement, paint and bitumen etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the contractor due to delay in procurement of materials.
 6. If the contractor removes Government materials supplied to him from the site of work with a view to dispose of the same dishonestly, he shall be in addition to any other liability civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the contractor or from his security deposit or from the proceeds of sale thereof.
 7. Though Departmental issue of cement and steel has **indicated, it may not be taken as binding**. The contractor must have to arrange by themselves cement, steel, bitumen and every sort of materials from approved manufacturer, get it tested in the Departmental Laboratory and approved by the Department before use. No extension of time or escalation of price on such account shall be entertained in future.
 8. TOR rods, plates and structural members will be supplied in quantity, length and size available in the stock. For payment of reinforcement, the steel including plates etc. shall be measured in length of different diameter, size and specification as actually used (including hooks and cranks) in the work correct to an inch or cm. and their weight calculated as per sectional weight prescribed by the Indian Standard Specification or as directed by the Engineer-in-Charge (Wastage of bars & lapping coupling, welding, joints, spacer bar, chair, stage, hanger and binding wire will not be considered for measurement and payment).
 9. The contractor should at his own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance.
 10. Odisha Bridge & Construction Corporation Ltd. will be allowed price preference up to 3% over the lowest quotation or tender as laid down in works and Transport Department Resolution No-285 date-17.04.1974. The Odisha Construction Corporation will be allowed a price preference to the extent of up to 3% over the lowest tender amount (Where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.
 11. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the concerned Superintending Engineer with their bills, falling which the amount towards royalties of

different materials as utilised by them in the work will be recovered from their bills and deposited in the revenue of concerned department.

12. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
13. **Trial Boring** - The foundation level as indicated in the body of the departmental drawing is purely tentative and for the general guidance only. The Department has no responsibility for the suitability of actual strata at the foundation level. The contractor has to conduct his own boring before starting the work and get the samples tested at his own cost to ascertain the S.B.C. and credibility of the strata at founding level while quoting his rates for tender the contractor shall take in to account of the above aspects.
14. Any defects, shrinkage or other faults which may be noticed within **12(twelve) months** from the completion of the work arising out of defective or improper materials or workmanship timing are upon the direction of the Engineer-in-Charge to be amended and made good by the contractor at his own cost unless the Engineer for reasons to be recorded in writing shall be decided that they ought to be paid for and in case of default Department may recover from the contractor the cost of making good the works. The contractor is also required to maintain the road/ building for **12 (twelve) months** from the date of successful completion of the work.
15. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the Govt. of Odisha harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the work. Also no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental damages so caused will have to be made good by the contractor at his own cost.
16. **Gradation of ingredients:** The coarse and fine aggregate shall meet the grade requirement as per the latest provision of relevant I.S. Code / I.R.C. code / MoRT&H specifications.
17. Where it will be found necessary by the Department, the Officer-in-Charge of the work shall issue an order book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in this book by the P.W.D. Officer-in-Charge with their dated signatures and duly noted by the contractor or his authorised agents with their dated signature. Orders entered in this book and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the Department. The order Book shall be the property of the P.W.D. and shall not be removed from the site of work without written permission of the Engineer (Superintending Engineer) and to be submitted to the Engineer-in-charge every month.
18. No part of the contract shall be sublet without written permission of the concerned Superintending Engineer or transfer is made by power of Attorney authorising others to receive payment on the contractor's behalf.
19. The contractor should attach the certificate in token of payment deposit with the registration authority as per recent circular of the Government relating to his registration.
20. The rates quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrows areas; land, approach road to the building site etc. are the responsibility of the contractor.
21. The rate for each work of concrete items wherever dewatering is imperatively necessary the term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation of water. The quoted rates will be inclusive of this.
22. The contractor shall make requisition of claim book from the date of commencement of the work from the Department and with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorised agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 26th days of each month for orders of the Engineer-in-Charge or competent authority. Claims not made in this manner or the claim book not maintained from the commencement of the work is liable to be summarily rejected. The claim book is the property of the department and shall be surrendered by the contractor to the Engineer-in-charge after completion of the work or before recession of the contract by the Department which ever is earlier for record.
23. Number of tests as specified in I.R.C. / MoRT&H / I.S.I specification required for the construction of roads / bridges / buildings or any other structural works will be conducted in any Govt. Test House / Departmental laboratories/reputed material testing laboratory as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection / transportation of samples /specimens etc. will be borne by the contractor. The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor.

24. In case the 1st lowest tenderer or even the next lowest tenderers withdraw in series one by one, thereby facilitating a particular tender for award, then they shall be penalized with adequate disincentives with forfeiture of EMD unless adequate justification for such back out is furnished. Appropriate action for black listing the tenderers shall also be taken apart from disincentivising the tenderer.

25. **Condition for issue of plant & machinery to contractor on hire:** - Tools & plants will be issued to the contractor only if it is desirable in the interest of Govt. works and if these can be spared without inconvenience to the Department. The Sanction of the Chief Construction Engineer shall be necessary in each case. The contractor shall arrange his programme of work according to the availability of the plant & machinery & no claim will be entertained for any delay in supply by the Department.

An agreement shall be entered in to by the contractor to the effect that these hire charges are recoverable from the bills of the contractor regularly and the final payment for the work including refund of security deposit will not be made until the total amount due to the Government on account of hire of machinery etc. is recoverable in full. Full amount of hire charges due from the contractor at any contract at any time shall be recovered from his next subsequent bill.

All transit and incidental charges in connection with the despatch of tools and plants and machineries from workshop shed/ deposit return there to, will be borne by the contractor.

The hire charge shall be recovered at the prescribed rates from and inclusive of the date, the plant and machinery is made over up to and inclusive of the date of its return, even though the same day it may not have been utilised for any reason except for a major break down which may take more than 72 hours for repairs. The contractor shall immediately intimate in writing to the Engineer-in-charge when any plant or machinery goes out of order requiring major repairs.

The hire charges are for clock hours. In case of tar boilers, hot mix plant and any other machinery requiring similar preparation the working hour will include the time required to make up the boiler temperature and bring plant to the operating conditions before the actual start of work.

The machine will work in shifts of 8 hours each. Extra charges towards overtime wages of any of the operating and maintenance staff will be leviable. These charges will be fixed by the Engineer-in-charge from time to time. In no case, the tools and plants shall be operated beyond 8 hours in any shift without prior written permission of the Engineer-in-charge.

The contractor shall release the plant and machinery as and when required for periodical servicing and maintenance. He shall also provide for any labour and water source for washing the plants. In the case of Concrete mixtures, pavers and similar such type of equipments, the contractor shall arrange to get the hopper cleaned and the drums etc. washed at the close of work each day.

The plant and machinery once issued to a contractor shall not be returned by him on account of lack of arrangement of labour and material etc. on his part. The same will be returned only when they do not require or when in the option of Engineer-in-charge the work or a portion of work for which issued is completed.

The tools and plants shall while in transit and in the custody of contractor be at his sole risk and responsibility for damages and / or loss except fair wear and tear. The damage or loss as assessed by Engineer-in-charge shall be made good by the contractor. In the event of a disagreement as to the extent of damage or the value of article lost, the decision of Chief Construction Engineer shall be final. The contractor shall on or before the supply of plant and machinery sign an agreement in indemnifying the Govt. against loss or damage to the machine. The Contractor shall also be responsible for any claim for compensation for loss of life, injury or damages to property etc. arising from any cause what-so-ever. The contractor shall provide full time choudidar for guarding the plant and machinery at site.

If the articles are not returned within the date originally specified or extended by the Engineer-in-charge, in addition to the normal hire charge, a surcharge equal to 10% of the hire charges will be levied for the period that the machinery is not returned. Such period will be treated as working time. In the event of the non-return of the machinery, the full value of the articles at the current market price will be recovered from the contractor's outstanding bills or any bills that may become due in respect of his other work under the state Public Works Department. The decision of the Chief Construction Engineer shall be final in case of dispute.

FORM OF AGREEMENT – The contractor shall, before taking the possession of the machinery, enter in to an agreement with the Engineer-in-charge or his nominees in the form attached.

Log Books for recording the hours of daily works for each of the plant and machinery supplied to the contractor will be maintained by the Department will be attested by the contractor or his authorised agent daily. In case of contractor contests the correctness of the entries and / or fails to sign the logbook, the decision of the Engineer-in-charge shall be final and binding on him. Hire charges will be calculated according to the entries in the logbook and will be binding on the contractor.

SECTION 4

CONTRACT DATA

SECTION 5

TECHNICAL SPECIFICATION

**PROVISIONS CONTAINED IN RELEVANT SECTIONS AND CLAUSES OF SPECIFICATIONS FOR PH & CIVIL WORKS
SHALL BE FOLLOWED
(To be included by TIA)**

**A Sample Document of Scope of work & Technical Specification has been reflected. But the TIA should prepare the same as per the requirement of particular construction of Building Work.
Scope of work, detail technical specification & design criteria should be prepared by the TIA as per the need of construction of Building Work according to A/A & T.S.**

SECTION – 5

SCOPE OF WORK & TECHNICAL SPECIFICATION

A Sample Document of Scope of work & Technical Specification has been reflected. But the TIA should prepare the same as per the requirement of particular construction of Building Work.

1.0 General Conditions

1.01 All works are to be executed in turnkey basis i.e. including labour and supply of material as per approved drawing, technical specifications and design (to be supplied by the contractor after duly approved by STA) and as per direction of Engineer-in-charge. All materials to be used shall confirm to relevant specifications as per latest edition of Indian Standard, unless otherwise stated in the detailed specifications of items of work

1.02 All the structures are to be designed as permanent type and shall have aesthetic elevation.

1.03 Form work shall be of steel plates and frame, sound seasoned timber or any approved materials as decided by Engineer-in-charge to be used for the centring and shuttering of the structures.

1.04 Machine mix - Machine mix shall be used in concrete work for all structure. Design mix of concrete shall be mandatory. Vibrator of appropriate type shall be used for compaction of concrete.

1.05 Painting of all steel / MS structure to be done as per approved quality of enamel paint over a coat of primer.

1.06 All the fittings and fixtures (such as valves, fittings, material of electrical and mechanical nature i.e chain pulley, pumps and motors, switches, transformer etc) are to confirm relevant IS specification and of reputed make and are supported with warranty and manufacturer's test certificate and should have authorised service centre inside the state.

1.07 All the work including supply of materials to be executed as per relevant IS specification and direction of Engineer-in-charge.

1.08 The surplus earth and debris should be lifted after completion of work and proper levelling of site as directed by Engineer-in-charge without any extra claim.

1.09 Foundation of all structure including supply of materials shall be designed depending on Ground water table / subsoil condition. In no case the depth of foundation below virgin soil shall be less than 1 mtr / it must be ensured to be taken down to a firm soil and below weathering effects.

1.10 All equipments, accessories, auxiliaries, piping, electrics, instruments, installations, construction, buildings etc. including all mechanical, electrical & civil engineering works covered under the scope of work of contract shall be subjected to inspection & testing by the Department for its material, quality, workmanship and the performance. The contractor shall arrange and carryout all such inspection, testing, trial run etc. and demonstrate in presence of the Engineer-in-charge of the Department.

1.11 The steel / cement & other building materials will be test checked at the site by the Department or their representative at the cost of contractor to ensure proper quality as per IS specification.

1.12 Testing of water tightness of all RCC structure and Pipe line shall be conducted as per relevant IS Codes.

1.13. The cost of such inspection, testing, trial run, demonstration etc. shall be borne by the contractor. All responsibility of such inspection, testing, trial run, demonstration etc. and any damage/loss that may cause directly or indirectly shall exclusively rest with the contractor.

1.14 Such inspection, testing, trial run, demonstration etc. shall, however, not relieve the contractor of their liability for replacing / rectifying any defects, which may subsequently appear or be detected during erection and guarantee period of one year.

1.15 All exposed faces of the concrete and plaster over masonry shall be given two coats of water proofing cement

paint of approved shade & all exposed iron works outside the reservoir shall be painted with two coats of approved synthetic enamel paint. All exposed iron works inside the reservoir shall be painted with two coats of anticorrosive paint.

1.16. All equipments, sub-assembly and components, auxiliaries and accessories shall be tested at manufacturer's work site in accordance with relevant Indian Standards/International Standards. The contractor shall furnish all test certificates etc. related to the quality of all the materials to the Department along with the delivery of the materials at site without which no payment shall be released. However, such test certificates, quality assurance certificate shall not relieve the contractor of its obligation to replace forth with any instrument/materials found defective during tests at works / trial running period/guarantee period.

1.17 The Department reserves the right to test any materials at any reputed department approved laboratories if necessity arises and the cost of which test(s) shall be borne by the contractor and rejected materials shall have to be replaced by the contractor by approved materials at his own cost.

1.18 The contractor is to supply and approve all structural design by State Technical Agency at his own cost (IIT Bhubaneswar, IGIT Sarang, CET Bhubaneswar, VSS UI Burla, NIT Rourkela). It is not binding to the department. The Engineer-in-charge can alternate the drawing from safety point of view. If the design/ drawing is given by the department then it is binding upon the contractor.

1.19 All materials required for completion and commissioning of the awarded work are to be procured by the contractor. Any materials given by the department to square up the store of department or to maintain the quality, the cost of such materials shall be deducted from the bill of contractor as per stock issue rate or purchase rate whichever is applicable as will be decided by the Executive Engineer concerned.

1.20 For all materials which come under EPM rate contract the contractor shall have to furnish CIPET inspection report (pre and post delivery) for PVC pipes and for other materials manufacturer's test certificate or EPM verification certificate before use of such materials.

1.21 All equipments, labour, tools & plants, instruments and other facilities for testing shall be provided by the contractor. He shall also maintain all records of the entire test and furnish the copies of the same to the Department.

1.22 The contractor before execution of the over head reservoir / underground reservoir/WTP will conduct necessary test for the determination of the safe bearing capacity of the soil at required depth and will furnish the design and drawing prepared by an experienced engineer. The design will be scrutinised and checked as per cl 1.19 above. No extra payment will be made towards preparation of design and drawing of the ESR/UGR/OGR beyond the agreement amount. The cost of scrutiny and checking will also be borne by the contractor.

1.23 All R.C.C structures reinforcement to confirm Fe 415 and IS specification of SAIL, TISCON as per IS. 432 (Plain) & IS. 1786 (Tor).

1.24. Test for material shall be invariably is carried out by the contractor, when the same are specified in the specifications. Tests shall also have to be carried out, even though the same are not specifically mentioned in the specifications but in the opinion of the Engineer-In-Charge, the same are required to be carried out. All such tests shall be carried out in Government Lab or laboratories approved by the Engineer-in-charge and cost shall be entirely borne by the Contractor.

1.25 .No collections of materials shall be made before it is not approved from the Engineer-In-Charge.

1.26. Collection of approved materials shall be done at site of work in a systematic manner. Materials shall be stored in such a manner as to prevent deterioration or intrusions of foreign matter and to ensure the preservation of their quality and fitness for the work. Handling and storing of PVC pipes and specials will be made as per stipulation laid down in

the PH Engineering 1992 specification vide clause no.2.3.5.

1.27. Materials, if rejected by the Engineer-In-Charge, shall be immediately removed from the site of work. If they are not removed within twenty four hours of receiving such intimation, Engineer-In-Charge shall get the same removed at contractor's cost. The Engineer-In-Charge shall dispose of such materials in a manner as he chooses and the contractor shall not be entitled to any compensation for the cost of such materials.

1.28. Approval to the samples of various materials given by the Engineer-In-Charge will not absolve the contractor from the responsibility of replacing the defective material brought on site or materials used in the work found defective at a latter date. The contractor shall have no claim to any payment or compensation whatsoever on account of any such materials rejected by the Engineer-In-Charge.

1.29. All the items occurring in the work and as found necessary during actual execution shall be carried out in the best workman like manner as per specifications and the written order of Engineer-in-charge.

1.30. Extra claim in respect of any work as found necessary during actual execution to be executed which felt necessary by the E-I-C for an engineering requirement and better quality shall be allowed and considered to be covered under lump sum agreement value.

1.31. The contractor shall engage a qualified Engineer for the execution of work who will remain present for all the time on site and will receive instructions and orders from the Engineer-in-charge or his authorized representative. The instruction and orders given to the Contractor's representative on site shall be considered as if given to the contractor himself.

1.32. A work order book as prescribed shall be maintained on site of work by the contractor and the contractor shall sign the orders given by the inspecting officers and shall carry out them promptly.

1.33. Quantities specified in the tender may vary at the time of actual execution and the variation of payment due to above will be guided by the rate in the sanctioned estimate.

1.34 All levels given on drawings are approximate and the contractor shall be responsible to take regular level on the work. These levels shall be connected to the G.T.S. levels and shall be got approved from the Engineer-in-charge.

1.35 The contractor shall maintain a regular account of receipt and use of controlled materials purchased by him and or supplied by the department.

1.36 De-watering of trenches foundation etc., shall be done by the contractor at his own cost during execution of all items of this work till completion in all respect.

1.37 The contractor shall have to provide necessary shoring, shuttering arrangement for protecting the excavated portion of trench. Similar deep structure when excavation goes beyond 1.5 mt. from G.L. proper care shall to be taken to avoid due to failing of Kachcha wall portion. No extension in time limit will be considered due to such carelessness and delay. Contractors shall have to provide at his own cost all ways and means required for the excavation of the trench pit etc.

1.38 The details given in design plan section or specification schedule, General condition etc., shall be taken in to consideration and all these items shall have to be carried out. In case of any discrepancy of these the decision of the Engineer-in-charge shall be final and binding to the contractor.

1.39 The work shall be executed on strict accordance with the plans and specification only the best materials and the soundness construction shall be permitted and every portion of the work shall be executed in like manner to the satisfaction of the Engineer-in-charge whose decision shall be final and binding to the contractor. All the materials used in work shall be of best quality and any materials rejected shall be removed from the site of work by the contractor at

his own cost within 24 hours.

1.40 In addition to the requisite stores the contractor shall provide at his cost suitable temporary office with a particular sitting arrangement in side and necessary finished furnished for the use of Govt. staff while the work is in progress.

1.41 The contractor shall provide at his own cost all labour, pages, strings and the other materials as may be required for lining and setting out and for taking measurement of the work. The contractor shall also provide at his own cost satisfactory and on adequate facilities like scaffolding, ladders, etc. for checking supervision and measuring the contractor's work by the Engineer. The contractor shall have to provide skilled and unskilled labourer free of cost for the above.

1.42 Water required for the execution of the work shall be supplied by the contractor at his own cost in the manner satisfactory to the Engineer-in-charge. Water required for testing shall also be supplied by the contractor.

1.43 Contractor shall be responsible for any accident to work or any damage done to adjoining property in which case he shall have to make it good at his own expenses

1.44 The contractor shall submit to the Department two sets of drawing showing the plan, elevation and perspective view, general arrangements of the structures with piping and valves etc. and structural design and drawings as per the specifications in this DTCN for approval of STA/Authority at the earliest possible time.

1.45 In case the contractor fails to submit the designs and drawings in proper order within the stipulated time, the letter of acceptance of the tender is liable to be cancelled and earnest money is liable to be forfeited.

TECHNICAL SPECIFICATION OF CIVIL PORTION OF WORK

Materials of following specification are to be used in work. The Tenderer are expected to possess and be well conversant with the following IS standard and code of practice.

1.	Cement	Will be as per I.S. 269/455 (However the grade of cement to be selected by the Engineer-in-Charge of work and complex cube test before commencement of work in each batch).
2.	Steel	I.S. 2062 and IS: 1786 (SAIL MAKE)
3.	Vibrator	I.S. 7246
4.	Aggregate	I.S. 383, I.S. 515
5.	Water for mixing and curing	Shall be clean, free from injurious amount of oil, salt, acid, vegetable materials and other substances and harmful to concrete in conformity to I.S. 456 and I.S. 3025.
6.	Sand / Fine Aggregate	I.S. 2116, 383
7.	Binding wire	I.S. 280 (galvanised minimum 1 mm)
8.	Rain water pipe	I.S. 2527
9.	Construction joints	I.S. 3414

10.	Steel Window Frame	I.S. 1038/83
11.	Steel Door Frame	I.S. 4351/75
12.	Fitting & Fixtures for journey works	Conforming to I.S. 7452/82 strictly conform to I.S. specification and as per direction of Engineer-in-Charge.

Note : For road work (Approach Road) specification as per road and bridges (latest edition) published by I.R.C & M.O.R.T.H. shall be followed. In case of any doubt and absence of provision, regarding specification I.S. shall be referred (Indian standard).

ITEM OF WORK

1. Concrete shall be with conformity to I.S.456.
2. Foundation shall be with conformity to I.S.1080.
3. Stone masonry (R.R.) shall be with conformity to I.S.1597 (Part-I)
4. C.R. Masonry shall be with conformity to I.S.1597.
5. Brick masonry shall be with conformity to I.S.2212.
6. Cement plastering shall be with conformity to I.S.9103 & 6925.
7. Mortar shall be with conformity to I.S.2250
8. White and colour washing shall be with conformity to I.S.6278.
9. CC in foundation shall be with conformity to I.S.2571.
10. Anti-Termite Treatment shall be with conformity to I.S.6813. (Part – I & Part – II)
11. Painting to all surfaces shall be with conformity to I.S.2395 (Part – I & Part – II)
12. DPC shall be with conformity to I.S.3067
13. Tarfelt treatment shall be with conformity to I.S.1346
14. Mosaic flooring with conformity to I.S.2114
15. Steel painting shall be with conformity to I.S.1477 (Part – I & Part – II) I.S.1661

B. TECHNICAL SPECIFICATION FOR P.H PORTION OF THE WORK (Part-II)

A. WATER SUPPLY PIPES AND FITTINGS

1. Materials

All galvanized Iron pipes are to be of mild Steel, continuous welded, screwed tubes, medium quality confirming to ISS & bearing ISI Marks, manufactured by reputed firms and approved brands as specified. The pipes shall confirm to I: S 1239 (Part - I) - 1975.

All G.I. Fittings shall be of 'R' Brand manufactured by M/S. R.M. Engineering Ltd., Ahmedabad and 'C' brand manufactured by Crescent Engineering works or equivalent best quality.

All pvc pipes are to be of medium quality (Schedule- 80) manufactured by reputed firms and approved brands as specified. The pipes shall confirm to ASTM- D- 1785

2. Weight of G.I. pipes for a Metre length:

The per meter weight of different diameters of G.I. pipes for medium class is indicated in the following table.

SI No	Pipe size in mm	Medium class (in kg)
1	15mm	1.22
2	20mm	1.57

3	25mm	2.43
4	32mm	3.13
5	40mm	3.60
6	50mm	5.10

3. Laying of Pipes

The layout of the mains and service Pipes etc will be done in accordance with the drawings. The Contractor is to mark out the exact position of the pipes and fittings at site and take approval of the consultant /Engineer In-charge, before taking up the work.

4. Where the pipes are laid, underground these must not be laid less than 450mm below ground level and coated with one coat of approved black bituminous paint. For laying the G.I. Pipes and Fittings below ground level, the width and the depth of the trenches for different dimensions of the pipes shall be given as below:

Dia of pipe	Width of Trench	Depth of Trench
15mm to 50mm	300mm	600mm
65mm to 100mm	450mm	750mm

The pipes shall be laid on a layer of 75 mm thick sand and filled up with sand up to 75 mm above pipes and the remaining portion of the trench shall then be filled up with excavated earth with proper ramming as described in "Excavation and refilling". The surplus earth shall be disposed of as directed.

Thrust or anchor blocks of cement concrete 1:2:4 in hard granite chips shall be constructed on all bends or branches to transmit the hydraulic pressure without impairing the ground and spreading it over a sufficient area. Pipes shall not be laid to pass through manholes, catch pit, drain. Where it is unavoidable the pipes shall be carried in sleeve pipes of M.S./G.I., as approved by the consultant/Engineer-in-charge. The rates should include such a situation

5. Where pipes run along walls, the same are to be fixed to the wall with holder bat clamps/ M.S. Hooks as below

Dia of pipe in mm	15	20	25	32	40	50
Horizontal Line	2m	2.5m	2.5m	2.5m	3m	3m
Vertical Line	2.5m	3m	3m	3m	3.5m	3.5m

Where the pipes are passing through the R.C.C. / Masonry wall/ Column/ beam or pillars, these must pass through the appropriate higher sizes of C.I. / G.I. Sleeve Pipes and are to be included in the rates

In case the Pipes are embedded in walls and floors it should be painted with one coat of anticorrosive paint of approved quality

All pipes should be fixed horizontal and vertical. For taking the Pipes through the walls and floors and roof slabs etc. the holes shall be made by filling with chisel or jumper and not by dismantling the brick work or concrete. After fixing, the holes shall be made good with cement concrete 1:2:4 and properly finished with cement plaster 1: 4 to match the adjacent surface.

Union Nuts are to be provided in each of the Vertical riser or drop on and from G.I. Tank and near the Valve and as and where necessary.

The long screw fittings of 8 cms are to be provided for long horizontal lines and inside the lavatory/ Kitchen etc.

6. After laying and jointing the Pipes and fittings shall be inspected under working condition of pressure and flow. Any joint found leaking pipes should be removed and replaced without extra cost. The Pipes and Fittings after they are laid shall be tested to hydraulic pressure of 6 Kg/ cm². The test pressure should maintain without loss of for at least half an hour.

7. Painting

On completion of the test, the exposed pipes and fittings are to be painted with two coats of synthetic enamel paint of approved colour and brand over a coat of priming.

8. Measurement

The length shall be measured in running meter correct to centimeter for the finished work, which shall include the Pipes and fittings such as Bends, Tees, Elbows etc., but excludes Brass or Gun-metal fixture like Tap, Cocks, Valves, PVC connection Pipes etc.

9. Jointing

The jointing of G.I. tubes/ pvc pipes and fittings etc. will be done as per the provisions stipulated in the B.I.S specification.

10. Bib cock and Stop Cock

These shall confirm to I : S 781 - 1967 and bear ISI Mark. The Bib cock is a draw off tap with a

horizontal inlet and free outlet and stopcock is a valve with a suitable means of connection for insertion in a pipeline for controlling or stopping the flow. This shall be of screw down type. The cocks shall open in anti-clockwise direction. The stopcocks should be C.P concealed stopcocks and C.P angle valves type as specified in tender schedule. Bib cocks should be also C.P Brass bib cocks.

11. Full way Valve (Brass)

Full way valve is a valve with suitable means of connection for insertion in a pipeline for controlling or stepping the flow. The valve shall be of brass fitted with a cast iron wheel and shall be of gate valve type confirming to I: S 780-1960 brass rod latest one, opening full way and of the size as specified. The approximate weight of the valves is indicated below for guidance.

Pipe size in mm	Flanged End valves in Kg	Screwed End valve in Kg
15mm	1.021	0.567
20mm	1.503	0.68
25mm	2.498	1.077
32mm	5.232	1.559
40mm	6.082	2.268
50mm	6.691	3.232

12. Gun-Metal Full way Valve

This shall be of the Gunmetal fitted with wheel and shall be of Gate-Valve type opening full way. This shall confirm to I: S 778-1971. Class I. The valves should bear I.S.I. Mark

13. Ball Valve

The ball valve shall be high or low pressure class as stipulated in the Tender Schedule and shall confirm to I : S 1703 - 1968. The nominal size of ball valve shall be that corresponding to the size of Pipe for which it is used. The ball valve shall be of brass or gunmetal and the float for low pressure in Polyethylene and for high pressure in copper.

Each and every ball valve while in closed position shall withstand an internally applied hydraulic pressure of 20 Kg/Cm² for a minimum period of two minutes without leakage or sweating.

Every high pressure ball valve when assemble in working condition, with the float immersed to not more than half its volume shall remain closed against a test pressure of 10.5 Kg/Cm².

Polyethylene floats shall be watertight and non-absorbent and shall not contaminate water and with no jointing adhesive jointing parts.

The minimum thickness of the copper sheet used for making copper floats shall be of 0.45 mm. The thickness of materials of the float shall be uniform throughout.

14. **CUTTING HOLES UPTO 30 CM X 30 CM IN WALLS INCLUDING MAKING GOOD THE SAME;**

General: - Square holes of size as specified or as directed by the Engineer-in-charge shall be cut in the masonry or taking pipes. Any damage to the adjoining portion or to any other item shall be made good as directed by the Engineer-in-charge. All dismantled material shall be removed from the site.

Masonry works: - Bricks work etc, shall be made good by using the same class of brick, tile or stone masonry as was cut during the execution of the work. The mortar to be used shall be cement mortar (1:4) as directed by the Engineer-in-charge.

Finishing: - Cement mortar in 1:4 mix shall be used for plastering or pointing as may be required. The surface shall be finished with two or more coats of white wash/colour wash/ distemper/ painting as required but where the surface is not to be white washed, colour washed, distempered or painted, it shall be finished smooth with a floating coat of neat cement or is required to match with the surrounding surfaces.

The specifications for brickwork, stonework and finishing etc. shall be the same as detailed under relevant standards of State P.W.D. specification.

15. **CUTTING HOLES UPTO 15 CM X 15 CM IN RCC FLOORS INCLUDING MAKING GOOD THE SAME;**

General: - Square holes of size as specified shall be in R.C.C. floor and roofs/chajjas for passing pipes etc. Any damage to the adjoining portion or to any other item shall be made good as directed by the Engineer-in-charge. All the dismantled material shall be removed from the site.

Cement Concrete: - After insertion of pipes etc. the hole shall be repaired with cement concrete 1:2:4 and the surface finished to match the existing surface. The top and bottom shall be finished properly to make the joint leak-proof. The specifications for cement concrete work and finishing etc. shall be the same as detailed under relevant sub-heads of State P.W.D Specifications.

16. **Shower rose**

The shower rose: - The shower rose shall be of chromium-plated brass of specified diameter. It shall have uniform performance. The inlet size shall be 15 mm or 20 mm as required.

The chromium plating wherever specified shall be of grade-B type conforming to IS No. 1068 – 1958. The chromium shall never be deposited on brass unless a heavy coating of nickel is interposed. In the case of iron, a thick coat of copper shall first be applied, then one of nickel and finally the chromium. In finish and appearance, the plated articles, when inspected shall be free from plating defects such as blisters, pits, roughness and unplated areas and shall not be stained or discovered.

A stopcock of the specified size shall be provided to control the inlet water supply to the shower rose.

(a) Height of shower 1850 to 2000 mm from floor level.

(b) Height of tap: - 450mm from floor level projecting 150mm from wall.

17. **Flushing Cistern:**

The flushing of the Indian water closet (Odisha closet) shall be done by C.I. or polystyrene high level valve less syphonic flushing cistern (PVC low level cistern) of approved brand and quality I.S.I. marked and capacity as specified. The connection between the cistern and water closet shall be made by 32mm dia G.I. flush pipe, made from G.I. pipe (Light quality) or 32mm dia PVC pipe as specified in the tender schedule. The flush pipe with an offset should be fixed to wall using C.I. holder bat clamps. The capacity of the cistern should be 10ltrs. As per I.S.S. The cistern shall be fixed on cast iron or rolled steel/PVC cantilever brackets (built in type), which shall be firmly embedded screwed in the wall, with C.C. M20. The cistern shall be provided with 20mm dia PVC. Overflow pipe with fittings, which shall terminate into mosquito proof coupling secured in a manner that will permit it to be readily cleaned or renewed.

The 32mm dia flush pipe shall be connected to the water closet by means of approved type joint. The flush pipe shall be fixed to the wall by using C.I. holder bat clamps. The bend and the offset as required in the flush pipe shall be made cold. The inside of the C.I. Cistern shall be painted with two coats of approved black bitumen paint. The outer face of the C.I. cistern, brackets overflow pipe and flush pipe etc., shall be painted with two coats of any synthetic enamel paint of approved shade and make, over a coat of priming. The cost of the painting shall be included in the rate quoted for the flushing cistern.

The inlet connection to the cistern shall be made with 450mm long 15mm dia PVC heavy type connection pipe.

B. **SOIL AND WASTE PIPES AND FITTINGS**

(a) These should conform to IS: 1729 – 1964 or its latest revision.

(b) The pipes and fittings should be true to shape smooth, cylindrical, inner and outer surfaces being concentric, free from cracks and pin holes and neatly dressed. The ends of the pipes and fittings shall be square to their axes.

(c) Pipes are available with or without ear single socketed or double socketed. These should be procured as per requirement. Usual length of the pipes are 1.8 m but available in specific lengths, if so, ordered.

(d) Weights and other physical criteria including tolerances are stated in Table – 1.

(e) **LAYING:** - The laying is done by spigot – socket joints. The exact lengths are measured at the site, pipes are cut to sizes, if exact lengths of cut pieces are not readily available. In the stack lines, pipes with ears are used. The stack line is fixed to the wall with the help of 100 mm stout nails driven into wooden blocks fixed in the walls properly secured.

(f) **JOINTING:** - Jointing is made with the help of spun yarn and cement mortar (1:2). In certain places molten lead is used instead of cement mortar. Where molten lead is used, caulking is done after lead gets cooled.

(g) **VENTILATION PIPES:** - It should be carried up above the roof (at least 1 m above the parapet) and guarded with provision of a cowl. The stack lines must be secured to the walls by means of M.S. stay and clamps.

(h) Provision of doors in the fittings is a must so as to clean the line wherever required. The doors must be fitted along with rubber insertion and brass bolts.

(i) The lavatory waste stack shall be connected directly to the Inspection Chamber / Man hole whereas the wastes from kitchens, basins, sinks, baths are to discharge through gully traps, the gully traps being

connected ultimately to Inspection Chamber / Manhole.

(j) Pipes and fittings must be internally painted with a coat – tar and externally with enamel paint of approved colour.

All soil-waste, vent and anti-siphonage pipes and fittings shall conform to I.S. 1729 – 1964 or as revised from time to time. The pipes shall have spigot and socket ends with bend on spigot end. The pipes and fittings shall be true to shape, smooth and cylindrical, their inner and outer surface being as nearly as practicable concentric. They shall be sound and nicely cast and shall be free from cracks, laps pinholes or other imperfection and shall be neatly dressed and carefully fettled.

The ends of pipes and fittings shall be reasonably square to their axes.

The sand cast iron pipes shall be of the dia as specified in the description of the item and shall be in length of 1.5m, 1.8m and 2m including sockets ends of the pipes unless shorter lengths are either specified or required at junctions etc. The pipes and fittings shall be supplied without ears unless specified or directed otherwise.

All pipes and fittings shall ring clearly when struck over with a light hand hammer, and shall be capable of being easily worked with drill or bib.

TOLERANCES:- The standard weights and thickness of pipes shall be as shown in the following table. A tolerance up to minus 10% may however, be allowed against these standard weights.

TABLE 1

Table showing the standard weight and thickness of SCI / HCI pipes

Sl. No.	Nominal dia of bore(In mm)	Thickness in mm.	Overall weight of pipe excluding ears (in Kg)		
			1.5 m	1.8 m	2.0 m
01	100	5.00	18.14	21.67	24.15
02	50	5.00	9.50	11.41	12.67

A tolerance up to minus 15 percent in thickness and 20mm in length will be allowed. For fittings, tolerance in length shall be plus 25 mm minus 10 mm.

The thickness of fittings and their socket and spigot dimensions shall conform to the thickness and dimensions specified for the corresponding sizes of straight pipes. The tolerances in weights and thickness shall be the same as for straight pipes.

The access door fittings shall be designed so as to avoid dead spaces to avoid accumulation of filth. Doors shall be provided with 3 mm rubber insertion packing land when closed and bolted these shall be watertight.

SAND CAST IRON FLOOR TRAP: - Sand cast iron floor trap shall be P' or S' type with minimum 50 mm seal and shall be of self-cleansing design.

FIXING AND JOINTING: - The pipes and fittings shall be fixed in vertical alignment unless otherwise specified and shall be secured to the walls at all joints with M.S. holder butt6 clamps. The clamps shall be made from 1.6 mm thick M.S. sheet of 30 mm width, bent to the required shape and size so as to fit tightly on the socket of the pipe, when tightened with screw bolts. It shall be formed out of two semicircular pieces hinged with 6 mm dia M .S. pin on one side and provided with flanged ends on the other side with holes to fit in the screw bolt and nut 40 mm long. The clamp shall be provided with a hook made out of 275 mm long 10 mm diameter M.S.bar riveted to the ring at the centre of one semicircular piece. The clamps shall be fixed to the wall by embedding their hooks in cement concrete blocks 100 mm x 100 mm x 100 mm , 1:2:4 mix for which necessary holes shall be made in the wall at proper places. The clamps shall be kept about 25 mm clear of finished face of wall, so as to facilitate cleaning and painting the pipes.

The pipes shall be fixed vertically. The spigot of the upper pipe shall be properly fitted in the socket of the lower pipes such that there is uniform annular space for filling with the jointing material. The annular space between the spigot and socket shall be filled with a few turns of spun yarn socked in cement slurry or blown bitumen grade 85 / 25 or lead caulked. Caulking tools shall press these home. More skins of yard shall be wrapped, if necessary, and shall be rammed home. The joint shall then be filled with stiff cement

mortar (1:2) well pressed with caulking tools and finished smooth at top at an angle of 45 degree sloping up. The joint shall be kept wet at least for seven days by tying four folds of gunny bag to the pipe and keeping it moist constantly.

Where pipes are embedded in masonry these shall be fixed in the masonry work as it proceeds. The pipe shall be kept vertical or to the line as directed by the Engineer-in-charge. The pipe shall have a minimum surrounding of 12mm thick cement mortar at every portion of external surface. The mortar shall be of the mix as used in masonry work. The length shall be caulked in with lead as soon as the next length of pipe placed in position. The open end (socket end) of the pipe shall be kept closed till; the next length of pipe is fitted and jointed to prevent any brick bat or concrete or pieces of wood falling in and chocking the pipe.

The spigot end shall butt the shoulder of the socket and leave no gap in between. The annular space between the socket and spigot will be first well packed in with spun-yarn leaving 25 mm from the lip of the socket for the lead. The joints shall then be lead caulked as described in detail under jointing of C.I. S/S pipes with lead joints in public W/S section of this specification. Pipes with ears shall be secured with 40 mm bore steel or iron barrel distance pieces or bobbins and stout C.I. / M.S. nails 10 cm long driven into hard wood plugs fixed in walls. Access doors to fittings shall be provided with 3 mm thick rubber insertion packing and received with screws to make them air / water tight.

All soil pipes shall be carried up above the roof and shall have a wire baboon guard or a cowl as specified.

HEIGHT OF VENTILATION PIPES: - All soil pipes shall be carried up above the roof and shall have sand cast iron terminal guard. The ventilating pipe or shaft shall be carried to a height of at least 1 mtr. above the outer covering of the roof of the building or in the case of a window in a gable wall or a dormer window it shall be carried up to the ridge of the roof or at least 2 metres above the top of the window. In the case of a flat roof to which access for use is provided, it shall be carried upto a height of at least 1 mtr. above the parapet or 2 metres above the roof whichever is greater and shall not terminate within 2 metres measured vertically from the top of any window or opening which may exist upto horizontal distance of 5 metres from the vent pipe into such building and in no case shall be carried to a height less than 3 metres above plinth level.

Where ventilating pipes are carried in pipe shafts, the shaft shall be of a minimum size of 1 metre x 1 metre. If shafts are also used to give light and air to rooms, the ventilating pipe must be carried to a horizontal distance at roof level of not less than 5 metres from the side of the shaft. The payment for the shaft be made separately.

The pipes above the parapet shall be secured to the wall by means of M.S. stay and clamps as explained below.

M.S. STAYS AND CLAMPS: - Sand cast iron pipes above parapet shall be fixed with M.S. clamps and stays. The clamps shall be made from 1.5mm thick M.S. flat of 32 mm width, bend to the required shape and size to fit tightly on the socket, when tightened with screw bolts. It shall be formed of two semicircular pieces with flanged ends on both sides with holes to fit in the screw bolts and nuts, 40 mm long. The stay shall be minimum one meter long of 10 mm dia M.S. bar. One end of the stay shall be bent to form a hook to be fixed with the clamps by means of bolt and nut and the other end shall be bent for embedding in the wall in the cement concrete block of size 20 cm x 10 cm x 10 cm in 1:2:4 mix. The concrete shall be finished to match with the surrounding surfaces.

OTHER DETAILS: - The connection between the main pipe and branch pipes shall be made by using branches and bends with access door for cleaning.

Floor traps shall be provided with 25 mm dia puff pipe where length of the wastes is more than 180 cm or the floor trap is connected to a waste stack through bends.

The waste from lavatories, kitchens, basins, sinks, baths and other floor traps shall be separately connected to respective waste stack of inspection chamber / upper floors. The waste stack of lavatories will be connected directly to manhole while the waste stack of others shall separately discharge over fully trap.

Every starting manhole shall have a 100 mm sand cast iron vent, terminating at 1 mtr above the parapet of the building.

The main anti-siphonage pipe shall be of 50 mm internal diameter. When more than one branch from water closet / sink are connected with the soil pipe and discharge into it, anti-siphonage from the lowest one should pass through the wall and be carried up outside the building parallel to the soil pipe to a point 1.5 metres minimum above the highest branch. It can then be connected to the soil pipe or it can be

carried in dependently. The anti-siphonage pipes of all the intermediate floors, water closets should be joined with the main anti-siphonage pipe. The ventilating pipe shall have internal diameter of not less than 50 mm in all parts and shall be connected with arm of soil pipe on trap through a 45 degree branch, at a point not less than 7.5 cm and not more than 30 cm from the highest part of the trap and on the side of the water seal which is nearest to the soil pipe the jointing shall be done according to the specification for piping materials used in soil, vent or waste pipes.

Joints shall be filled and caulked as described under sub-head "water supply". The depth of lead from the lip of the pipe socket shall be 25 mm.

TESTING: - All sand cast iron pipes and fittings including joints shall be tested by a smoke test to the satisfaction of the Engineer-in-charge and left in working order after completion. The smoke test shall be carried out as stated under.

Smoke shall be pumped into the pipe at the lowest end from a smoke machine, which consists of a bellow and burner. The material usually burnt is greasy cotton waste, which gives out a clear pungent smoke, which is easily detectable by sight as well as by smell if there is leakage at any point of the drain.

PAINTING: - All the sand cast iron pipes and fittings shall be painted with colours with two coats of paint over a coat of primer on exposed surfaces as directed by the Engineer-in-charge. Besides, the sand cast iron pipes and fittings shall be painted with a coat of coal tar to the inside surfaces before laying and jointing of pipes and fittings. The specification for painting as described in the relevant sub-heads of Odisha State P.W.D. specification and revised from time to time shall apply in this case also.

REQUIREMENTS OF JOINTING MATERIALS FOR H.C.I. BUILDING PIPES AND FITTINGS:

The requirement of jointing materials like cement, gasket for Hard Cast Iron pipes and fittings is indicated in the table below.

TABLE

Table showing the requirement of jointing materials for HCI building pipes and fittings.

1. REQUIREMENT OF LEAD AND GASKET CEMENT FOR JOINTING H.C.I. PIPES (EACH JOINT)

Dia of pipe In mm	lead in Kg.	Gasket In Kg(same for Lead and cement Joints)	Cement in Kg.
100	1.2	0.13	0.12
50	0.36	0.06	0.06

C. Sanitary Ware & Allied Fittings:

1. General:

All sanitary fixtures and their allied fittings should be of first quality, manufactured by reputed manufacture Hardware/ E.I.D. Parry Ltd./Nycer /Madhusudan ceramics or equivalent. These should be approved by the consultant / Engineer-in-charge before use.

2. Squatting pattern W.C. pan (Odisha pattern Closets):

The water closets shall be of vitreous china of specified size and pattern, integral flushing rim. It shall have the flushing inlet at the back. The Odisha closets should be of approved quality confirming to I: S: S: -2556(part-III).

The squatting type Indian water closets (Odisha closet) shall be sunk in floor sloped towards the pan in a workmanship like manner. The closet shall be fixed on a proper cement concrete base of 1:3:6 proportions, taking care that the cushion is uniform and even without closet, to receive the specified thickness of the floor finishing. The joint between the closet and the P.V.C. (S.W.R.). Trap shall be made with W.C. ring and rubber lubricant and shall be of leak proof.

3. Wash Hand Basin:

The wash hand basin shall be of the white vitreous china of approved quality, make and brand I.S.I. marked. It shall be one-piece construction with an integral combined overflow. The size of the basin shall be specified. Each basin shall be provided with one 15mm dia C.P. Brass pillar Tap, 32mm dia C.P waste C.P. chain and rubber plug, unions, joints, C.P. Bottle trap casted PVC waste pipe complete in all respects of approved quality.

The basin shall be supported on a pair of R.S. or C.I cantilever brackets (built in type)m embedded and fixed in wall with cement concrete, M20. These brackets shall be painted to the required shade with two coats of synthetic enamel paint over coat of priming. The waste of the basin shall discharge into a floor trap or channel through bottle traps PVC waste pipe as specified. One 32mm dia C.P. bottle trap is to be fixed to the waste of the basin, & the outlet of the bottle trap is to be connected to the waste pipe, to discharge the waste to the foresaid floor trap. The inlet connection to the basin shall be made with 450mm long 15mm dia heavy type P.V.C. connection pipe.

4. Kitchen Sink:

Unless otherwise mentioned the kitchen sink and drain board (if used) shall be of white vitreous china or fire clay as specified and of approved quality, make and brand, confirming to I.S.S. It shall be one-piece construction with integral combined overflow. The size of the sink and drain board shall be specified.

Each sink shall be provided with 15mm dia C.P. brass, Bib Cock, long body 40mm C.P. waste with overflow C.P chain and rubber plug, unions etc. , complete in all respects as specified and of approved quality.

The sink shall be supported on a pair of M.S. or C.I. cantilever brackets (built in type) embedded or fixed in position in the wall by cement concrete M20. The brackets shall be painted to required shade with two coats of approved synthetic enamel paint over a coat of priming. The waste should discharge into a floor trap or channel. The waste pipe should be 40mm dia PVC pipe jointed to the waste of the sink with a brass union nut.

5. Standing Urinals

The urinals shall be flat pattern lipped front basin of required dimension of white/coloured vitreous china and one piece construction with internal flushing box, rim of an approved make and brand as specified. It shall be fixed in the position by using wooden plug embedded in the wall with screws of proper size. Each urinal shall be connected to a 40mm dia PVC waste pipe, which shall discharge into a channel or floor trap. The lip of urinal shall be kept at 525mm from floor level, while fixing the urinal on the wall.

Where no of urinals are fixed in a line, the distance between the centre to centre of each urinal shall be kept 750mm and each urinal should be separated from one to other by a partition plate. The centre-to-centre partition plates shall be kept 750mm.

The partition plates shall be of one-piece kota stone plates, cut to size or partition wall and front corners rounded. The partition plates are embedded in wall with cement concrete and finished smooth. The bottom of the partition plates should be kept 500mm above floor level and top should be kept at 1250 mm above floor level. The plates should project 600mm from wall surface. The width of the plates should be embedded inside the wall and should not be less than 100mm. The thickness of the plates shall be minimum of 25 mm to 32 mm. Thickness of partition wall should be limited to 150mm including smooth surface finishing.

For flushing the urinals each urinal shall be, connected with one 20mm dia G.I. Pipe (Medium class). One end of each of this pipe 15mm PVC connection pipe shall be inserted into the inlet of the Urinal and jointed with jute and putty where as the other end is connected either with a tee or bend with water pipe line fixed on the wall horizontal above the urinals. In each 20mm dia flush pipe, one 20 mm dia gunmetal gate valve angle stopcock to be fixed. By opening this valve, the water will flow to the rims of urinal through the inlet pipe and flush the urinal. After flush, the valve can be closed to avoid wastage of water. One 40mm dia P.V.C. waste pipe shall be connected to the waste of each urinal, to discharge the waste into the channel or trap. One end of this waste pipe shall be made a cup size to fit into the projected waste and tightened with screws and waste clamp.

6. Squatting Urinal Plates:

The urinal plates shall be of white glazed vitreous china with integral flushing rim of size 450mm X 350mm of approved make and brand as specified. There shall be white vitreous channel with stop and outlet pieces in the front. These plates shall be fixed on C.C. at 75mm to 100mm above floor level.

For flushing arrangement, one 25mm dia G.I. common water pipeline (minimum size) shall be fixed on the wall parallel to floor. For each urinal one 20mm dia G.I. Branch pipe shall be taken down upto 12mm from floor level just at the center of each plate, in which one 20mm dia gate valves is fixed at 1500mm above floor level. At 1200m heights, the 20mm dia flash pipe shall be divided into two branches with a tee and fixed horizontal. 300mm on either side and then with the help of elbows, both the branches shall be taken downward and connected to the inlets of the urinal plates at floor level. By operating the valve as above, the water will rush into the rims of the urinal plate and flush it.

Where there are number of Urinals fixed in a line, each Urinal should be separated by a partition plate fixed in the centre of two Urinal Plates. The centre to centre distance of the partition plates shall be kept 750mm minimum.

The partition plates shall be of one-piece kota stone plate, 25 mm to 52mm thick, cut to sizes and front corners rounded. The plates are embedded in wall with cement concrete and finished smooth. The bottom of the partition plates wall shall be kept flushed to Urinal top level, the top level shall be kept at 1200mm from the Urinal Plate top and the projection from the wall shall be 600mm. The width of the plate to be embedded inside the wall should not be less than 100mm.

7. M I R R O R:

Materials: - The mirror shall be of superior glass with edges rounded off or leveled as specified. It shall be free from flaws, specks or bubbles. The size of the mirror shall be 60 mm x 45 mm unless specified otherwise and its

thickness shall be not less than 6mm.

The glass for the mirror shall be uniformly silver plated at the back and shall be free from silvering defects. Silvering shall have a protective uniform covering of red lead paint.

Fixing: - The mirror shall be mounted on 6 mm thick plain asbestos sheet ground and shall be fixed on the position by means of CP brass screws and CP brass washers, over rubber washers and wooden plugs firmly embedded in the wall. CP brass clamps with CP brass screws may be alternative methods of fixing where so directed. Chromium plating shall be of grade "B" type conforming to IS 1069-1958 or as revised from time to time. Unless specified otherwise, the longer side shall be fixed horizontally. The height of the bottom edge of the mirror shall generally be 120 cm above the floor level unless otherwise specified.

8. Glass shelf unit

The shelf shall be of glass of best quality with edges rounded off, and shall be free from flaws, specks or bubbles. The size of the shelf shall be 60 cm x 120 cm. Unless otherwise specified and thickness not less than 6 mm. The shelf shall have CP brass guardrail resting on rubber washers on the glass plate and CP brass brackets which shall be fixed with CP brass screws to wooden plug firmly embedded in the walls. Chromium plating shall be of grade "B" type conforming to IS 1068-1958 or as revised from time to time. The height of the glass shelf above the floor level shall be 115 cm unless otherwise specified.

TECHNICAL SPECIFICATION OF ELECTRIFICATION INSTALLATION WORKS

PART-III(EI)

The details of internal wiring, the position of fittings, fans, switches and plug sockets etc. are indicated in the layout drawings. The position of light fittings, fans, switchboards etc. indicated in these drawings are only for the guidance of the supplier and the actual position of these shall be mutually decided between the supplier and the purchaser. The supplier shall submit the purchaser of his consideration and approval all runs of wiring and the exact position of all the points and the switch boxes first marked on the points buildings.

All internal wiring shall be done in conformity to the latest Indian standard specification/Rules, code of practice adopted by CPWD and other standard practices prevalent in the part of the country. For the purpose of the specification the terminology used shall be as defined in IS:732 and IS:1356 of the definition of points wiring. The installation shall be carried out in conformity to all requirements of IE Act, 1910 and IE Rules 1956.

- a) Ceiling rose in (in case of ceiling and exhaust fan).
- b) Ceiling rose or connector (in case of pendants except stiff pendant points)
- c) Bank plate (in case of stiff pendant).
- d) Socket outlet (in case of socket outlet points)
- e) Lamps holder (in case of wall Bracket, batten holder bulk head fitting and similar other fittings)
- f) Call bell / buzzer (in case words 'via' the switch shall be read 'via' the ceiling rose / socket outlet for bell push, where no ceiling rose / socket outlet its provided.

The following shall be deemed to be included in the point wiring

- a) Switch and ceiling rose are required
- b) In case of wall brackets, bulk head fittings, cables as required up to the lamp holders]
- c) Bushed conduit for porcelain tubing where cables pass through walls.
- d) All wood or metal blocks, boards and boxes, R.J. Boxes sunks or surface type including those required for fan regulator but excluding those under the distribution board and main control switch.
- e) Earth wire from 3 pin socket point to the common earth including connection to the earth dolley.
- f) Earth wire of 18SWG/H.D.B.C. wire for loop earthing of the fixture
- g) All fixing accessories such as clips, nails, screw, plug, rawl plug, wooden plug, round blocks etc. as required
- h) Joint for junction boxes and connecting the same as required
- i) Connections to ceiling rose or connection socket outlet, lamp holders, switch , fan regulators etc

The point wiring in case of fan and light points shall mean the distance between the control switch and ceiling rose, connect or back plate, socket outlet or lamp holder depending upon the fittings measured along the runs of wiring irrespective of the number of wires in run. In the case of socket outlet points, the length shall mean the distance between the socket outlet and the tapping point of live wire on the nearest switchboard or junction box, as the case may be.

In the case of exclusive socket outlet circuits wired on 'Joint Box' system of wiring, any junction provided for extending the wiring beyond the point referred to, shall be treated as the nearest tapping point. In case of call bell / buzzer points the length shall mean the distance between the call bell and the ceiling rose / socket outlet or the bell push (when the ceiling rose / socket outlet is not used).

Sub main shall include the earth wire of adequate size main distribution Board up to sub distribution board B.B. such wiring has been classified on the basis of length. For the internal lighting, either surface conduct wiring system or recessed conduit or batten wiring system shall be provided as specific in the bill of quantities and working drawings.

Conduit wiring

For recessed conduit wiring system the conduit shall be placed in the ceiling / columns etc. before the casting of the slab or column. The conduit pipes shall be properly positioned and fixed so that it will not be displaced at the time of concreting. The junction boxes provided shall be so arranged that its cover will be flushed with the finished surface of the ceiling or column.

For placing the conduits in the walls, chases of ample dimension shall be made neatly to fix the conduit in a desired manner. The conduit pipe shall be fixed by means of staple or saddles not more than 600mm apart. Fixing of standard bends or elbows shall be avoided and all curves maintained by bending the conduit itself with a long radius will permit easy drawing of the conductors. Suitable inspection boxes shall be provided to permit periodical inspection and removal or replacement of wires if necessary. There shall be mounted flush with the wall with holes in the cover of the box.

The switch or regulator box shall be made of metal on all sides except on the front where backlight sheet or Perspex cover painted to match the colours of the wall shall be used in case of surface wiring system. For recessed wiring system, these boxes shall be made flush with the conduit of each conduit or section shall be completed before conductors are drawn in. The entire system of conduit after installation shall be tested for mechanical strength and electrical continuity throughout the earthing of the entire installation shall be carried out in accordance with I.E. Rules and standards.

The number of wires drawn in the conduits shall not exceed the numbers those specified in Indian standard specification No.732.

Main and Sub distribution Boards:

The position of main boards for lighting and sub distribution board for different buildings are approximate and the exact location shall be given to the successful tenderer at the time of installation.

The scope of this specification includes installation of the panel boards and distribution boards and making necessary connections. The installation of the boards shall be done strictly in accordance with the details supplied with the specifications; the instructions supplied by the switchgear manufacturer, Indian standard specifications and H.E. rules.

The supplier shall submit the details of installations to the purchaser for his consideration and approval, prior to installation.

When the switchboards are wall / column mounted top, they shall, be mounted on a suitable angle iron framework. All the metal supports etc. shall be protected against corrosion. The mounting height for such switchboards shall be such that it can be conveniently operated.

Earthing

Earthing shall generally be carried out in accordance with the requirements of Indian Electricity Rules and the relevant rules and regulations of electrical supply authorities. The complete earthing work for the installation covered by this specifications shall also be provided taking into account Indian Standard Specification No.IS:732 and IS:3043. The earthing system adopted shall also have adequate mechanical strength.

The work shall include earthing of non current carrying metallic parts of all the equipment, light fittings, conduit pipes, cable and cable supports and earth strips (the design to be approved by the purchaser) and all the inter connection between the earthing system to a value mutually agreed upon between the purchasers and the supplier.

Installation, testing and Commissioning:

The supplier shall be responsible for the installation testing the commissioning of all the equipment and materials supplied by him against this specification. This shall also include the provision of miscellaneous wiring and supports and earthing in compliance with Indian Electricity rules and to the full satisfaction of the Government Electrical Inspector. All small items such as clamps, bolts, nuts, racks, supports, miscellaneous wiring etc. required to make the installation complete, shall constitute the part of major items specified in the bill of quantities and the tenderer should quote for each item taking these into consideration.

The responsibility of the supplier shall include receiving all the equipment and materials at site, storage for required period, handling the same at the site of erection, final execution, erections, revisions of equipment, if any, testing and commissioning and handing over the installation complete in all respect to the entire satisfaction of the purchaser's authorized representative. The supplier shall make good of all the damaged equipment and materials during this period at his own expense.

The supplier shall submit sample of each and every equipment and materials for the final approval of the purchaser's representatives immediately after the acceptance of offer. All the equipments and materials shall be supplied exactly as per to the

approved samples. If at any stage the purchaser brings to the notice of the supplier any discrepancy or defect the supplier shall replace the same at his own expense.

The supplier shall render all reasonable assistance to the purchaser in getting the installation approved by the Government Electrical Inspector prior to the energisation and supply necessary drawings, test certificates and both for tests carried out at the factory and site as well as the tests which the inspector may demand. In case any addition of alternations are required, to be made in the installation or in the equipment as per the directive of the Government Electrical Inspector / Local Authorities, the same will have to be carried out by the supplier, at his own expense.

The position of light fittings, main board, switches, sockets and routes of pipes and cables shown in the drawings are only indicative. The actual position of these shall be decided at site at the time of execution jointly by the supplier and the purchaser's authorized representative. The position of light fittings, pipes and board if required, to be changed / shifted due to the change in the building design etc by the purchaser's authorized representative, the same shall be carried out at no extra cost.

All the materials supplied to the contractor according to the Contract condition will be subject to inspection and approval of the officer or his representative from time to time. The contractor will provide all facilities of such inspections free of cost. At the time of inspection, the owner or his representative will have full liberty to reject any such materials, which does not conform to the specification / requirement. No claim for any rejected materials will be entertained by the owner. The contractor will remove all rejected materials from site at his own cost.

No surplus materials procured by the contractor will be accepted by the owner.

The contractor will be responsible to get the Electric installations cleared by the Electrical Inspector of Odisha Government.

Only the inspection fee will be reimbursed by Department on production of challan copy.

Installation and Maintenance Tools:

The supplier along with the tender shall furnish a complete list of tools, appliances and accessories required for the installations of switch gear, light fittings, pipes cables and wires.

Drawings:

All drawings, test certificates, instructions manuals etc. shall be in English Language and all dimensions and weights shall be in metric units.

The tenderer shall submit with the tender general arrangement drawings for the installations work, typical methods and cabling and cables supports pipe work and pipe supports, typical methods of earthing and fixing of light fittings earthing etc. as offered by him in the tender.

The contractor shall submit for the purchaser's approval all layout, the general arrangement drawings as well as the typical details of all types of installation work in three sets before commencing the manufacture and the site installations work well in advance so that the site work shall not suffer.

After obtaining approval of the above drawings the contractor shall supply three sets of the following drawings:

- (a) The arrangement and support of conduit pipe*
- (b) The position of light fittings, switches / plug socket and switch boards*
- (c) Earthing installations*
- (d) Layout plan showing the entire cable network*

On completion of work, the successful tenderer shall supply one set of tracing in transparent linen and five sets of prints of all drawings incorporating all the changes / modifications affected during the execution of the contract. All wiring diagrams shall indicate clearly, the switch board, the runs of main and sub main wiring and the position of all the points with their controls. All the circuits shall be clearly indicated and numbered in accordance with IS:375.

The technical literatures and operating instructions and the maintenance manuals shall also be supplied in triplicate to the purchasers after the completion of the installations work.

Test:

Manufactures standard tests in accordance with Indian Standard and other standards, adopted shall be carried out on all the equipment and accessories covered by this specification so as to ensure efficient and satisfactory performances of all the components and also the equipment as a whole under working conditions at site. The tenderer shall submit a complete list of all such tests. If the purchaser, if so desired for special tests, to be carried out, under certain conditions the same shall be made by the successful tenderer at his own expenses.

All equipment shall be tested at site before the commissioning in accordance with the adopted standard and Indian Electricity Rules. Voltage test shall be carried out on each circuit on completion of wiring and cabling.

Technical Data:

The tenderers shall submit with their tender all such technical data, which are required for complete evaluation of the equipment offered. The suppliers shall give complete technical information of the equipment as detailed in Annexure and relevant Indian standards. The tenderer should supply such details of all equipment and materials offered specially with regard to the following.

- a) *Fuse switch board and distribution boards*
- b) *Light fittings*
- c) *Conduits and the accessories for them*
- d) *Switches / plug sockets*
- e) *Cable and wires*

The tender shall give along with his tender the following details:

- a) *Complete details of earthing electrodes, earthing station and earthing conductors*
- b) *Details of conduit supports*
- c) *Details of all the equipment and accessories to be supplied*

Exception to Specifications:

The object of this specification is to have all tenderers quote for equivalent materials and workmanship. It is, however, understood the certain manufacturers may not be able to offer as specified in every case, where the tenderer may find it necessary to deviate from the exact letter and not the intent of the specification, he must specifically state what these deviations may be at the time he submits the tender. All deviations must be grouped in one statement.

No deviations other than those includes in the tender will be permitted. These deviations should be listed as per Annexure.

PVC insulated Cables and Wires:

For 415V Distribution system, cables of voltage grade not less than 1000V shall be used. These cables shall be heavy-duty class, PVC insulated and PVC sheathed with aluminium conductors. The wires used in the lighting installation shall be PVC insulated n sheathed in case of conduits wiring and of 660V grade. Wires of different colours shall be made use of for quick identification of phase wire / neutral wire etc. All cable of wires shall comply with the requirements regarding the manufacture and testing etc as specified in India Standard Specification IS:1554 and IS:694.

The length of cables indicated in the bill of quantities and drawings are only indicative and the successful tenderer will be paid for the exact length of cables laid at site. No joint shall be allowed in a run of cables, which can be covered by a possible drum length of cables.

Fuse switch / switch fuse shall be metal clad dust and vermin proof suitable for use under climatic conditions prevailing at site. Switch fuse / fuse switch units shall comply in general to IS:1567/4064 with regard to design and constructional / features.

The 'ON' and 'OFF' position of the switch handles shall be distinctly indicated and interlocks shall be provided to ensure that the switch cover cannot be opened unless the switch is in the 'OFF' position. Means shall, however, be provided for releasing the interlock to permit closing of switch with cover open for testing purposes. Designs with normal conventional position of switch handles, i.e. with switch handle up in the 'ON' position and down I the 'OFF' position shall be preferred. All live parts inside the switch shall be properly surrounded and inter phase barrier shall be provided.

Switch fuse / fuse switch units, distribution boards shall be provided with necessary metal frame work so that they can be mounted on wall / columns structure etc. as desired. The panel boards, shall be wall mounted type or floor mounted type as specified in the bill of quantities or drawings. Necessary supporting metal frame of approved design shall be provided for all panel boards.

The arrangements of work boards shall be such that the operational handle of the top mounted switches are within the convenient of operators (about 1.2 M from the finished floor level) and proper space shall be provided for the termination of the cable in the switches provided below the bus-bars.

The bus-bars within the bus-bar chamber shall be liberally spaced for taking the riser connection. The bus bars with aluminium conductors shall be provided and PVC sleeves of different colour shall be mounted on them for easy identification, Clamped joints for taking the riser connections, instead of bolted type shall be preferred.

Two bolted type earthing terminals shall be provided on the switch boards. All individual switches shall be connected with suitable size earth wire to the main earthing terminals of the switchboard.

Hanger Board and shock treatment / charts shall be supplied wherever required.

At the incoming side of each pen phase, 3-neon type indicating lamps should be provided at the main board.

Switches and Plug Sockets

Switches provided for control of light points shall conform to IS:1087 and shall be rated for 5A/15A 250V

Ceiling Fans and Exhaust Fans:

Ceiling fans shall conform to Indian standard specification IS: 374-1960. The fans shall be supplied with all standard accessories like regulator and capacitors etc.

The performances rating of the propeller fans shall in accordance with stipulations of IS:2312. All fans shall be robust in design and construction and shall be supplied complete with wall brackets / clamps etc.

Fluorescent Fittings:

All fluorescent fittings supplied shall confirm in general to IS:1913 and shall be complete with all standard accessories like choke, starter and capacitor etc

The type of enclosure provided for the fittings shall be of that specified in the bill of quantities and the working drawings. The materials of construction for fittings used for outdoor installations and for use in the work anodes shall be such that they shall withstand the atmospheric condition in that area.

Lamp holders used shall be fully shock proof, spring-loaded rotary type to ensure positive lamp locking. It should also be not possible to touch live parts of the lamp holder both after the lamp has been taken out and during the insertion or removal of the lamp. The starters shall be designed to give designed starting characteristics that shall promote full lamp life. Starter shall have high mechanical strength and topic proof construction. It should be incorporated with radio suppression capacitor o adequate rating and capacity. Power factor improvement capacitors are provided with hermetically sealed housing to ensure long and trouble free service. Terminal soldering tango shall be provided for easy electrical connections. The capacitors in general shall confirm to IS:1569-1963 and P.F improvement up to 0.95 for twin fluorescent light fittings and 0.9 for single fluorescent light fittings is to be maintained.

The ballast provided in the fluorescent fittings shall generally be in accordance to IS:1534.

The ballast should incorporate the following design features.

- i) Low working temperature*
- ii) Correct pre heating current for the electrodes*
 - iii) Proper wave foam*
 - iv) Small in dimensions*
- v) Correct power supply to the lamp*
 - vi) No hum.*
 - vii) Easy connection leads.*

All the metal construction of the fittings shall be such that they shall:

- 1) Withstand the atmospheric condition prevailing in the area*
- 2) Provide maximum mechanical protection to the tubes and fittings accessories. Assists in maximum and uniform light distribution.*

All fittings shall be provided complete with florescent lamps. All lamps shall confirm to IS:2418.

Incandescent Fittings:

The incandescent fittings shall be supplied strictly as per the details given in the enclosed annexure and bill of quantities, deviation if any regarding designs, construction of materials should be specified clearly.

All the metal parts used in construction of the fittings shall have no effect due to dust / fumes / gases likely to exist in the atmosphere. All the bolts, clamps, nuts and guard wire etc shall be galvanized.

The wall fittings shall be provided with necessary hooks / clamps / supports etc for fixing the light fittings on wall / ceiling etc as detailed in the bill of quantities and the working drawings.

Light fittings shall be suitable for connection with 19mm dia. Conduit pipe as required. If fittings are to be connected through PVC cables, glands of adequate size and capacity shall be provided.

The lamp holders provided in the fittings shall confirm to IS:1528.

CODES

Codes shall mean the following including the latest ascendants and / or replacement if any.

- a) *Indian Boiler Act, 1923 and Rules and Regulations made there under*
- b) *Indian Electricity Act, 1923 and Rules and Regulations made there under*
- c) *Indian Factories Act, 1948 and Rules and Regulations made there under*
- d) *The minimum wages Act*
- e) *The Women's Compensation Act*
- f) *The Payment of Wages Act*
- g) *The Fatal Accident Act*
- h) *The Industrial Employment Act*
- i) *The Employment provident Fund Act*
- j) *Indian Explosive Act 1984 the Rules and Regulations made there under*
- k) *Indian Petroleum Act 1934, and Rules and Regulations made there under*
- l) *A.S.M.E. Test Codes*
- m) *AIRE Test, Codes*
- n) *American Society of Materials Testing Codes*
- o) *Standards of the Indian Standards Institution*
 - 1) *Low Tension Circuit Breakers :* *IS 2516-1955 Part I Sec.1*
 - 2) *Switchgear Bus Bars* *IS 375-1963*
 - 3) *HRC fuse links* *IS 2208-1962*
 - 4) *Distribution fuse boards* *IS2675-1966*
 - 5) *Enclosure for Low Voltage switchgear* *IS214701962*
 - 6) *PVC Cables* *IS1554-1975*
 - 7) *Tabular fluorescent lamps for Cameral lighting service* *IS2418-1963*
 - 8) *Tungsten Filament Lamps for cameral service* *IS415-1963*
 - 9) *Ceiling Fans* *IS274-1966*
 - 10) *Flood lights* *IS1947-1961*
 - 11) *Wall Glass flame-proof electric light fittings* *IS2206-1962 (Part 1)*
 - 12) *Water Tight Electric Light Fittings* *IS3553-1956*
 - 13) *Steel Boxes for Enclosure of Electrical Accessories* *IS5133-1969*
 - 14) *Fittings for Rigid Steel conduit* *IS2667-1979*
 - 15) *Rigid steel circuits for electrical wiring* *IS3837-1966*
 - 16) *Accessories for Rigid Steel Conduits for Electrical Wiring* *IS3837-1966*
 - 17) *Switch Socket Outlets* *IS3837-1966*
 - 18) *PVC Wiring* *IS694-1977*
 - 19) *Switches for domestic and similar purpose* *IS3854-1966*
 - 20) *PVC wiring* *IS694-1977*
 - 21) *Call Bell and Buzzers* *IS2268-1966*
 - 22) *Straight through joint boxes and leads sleeves or
paper insulated cables-* *EID-0032-1964*
 - 23) *Earthing* *IS3043-1966*
 - 24) *Electrical Wirng installations* *IS732-1963*
 - 25) *Switchgear* *IS3072-1965(Part I)*
 - 26) *Lighting protection* *IS2309 -1969*
 - 27) *Public Address system* *IS1882-1962*
 - 28) *Low Tension switch use units* *IS4064-1978*
 - 29) *Code of Practice for Automatic FIRE ALAM system* *IS2189-1970*
 - 30) *Specification for Heat Sensitive Fire Detectors* *IS2175-1977*
 - 31) *Guide for Safety procedure in Electric work* *IS5216-1969*
 - 32) *Rubber Mats for Electric works* *IS5424-1969*
- p) *Other internationally approved standards and / or Rules and Regulations touching the subject matter of the contract*

SECTION 6

SECURITIES AND OTHER FORMS

UNDERTAKING

I the undersigned do here by undertake that our firm M/s.....

..... Agree to abide by this bid for a period-----days for

the date fixed for receiving the same and it shall be binding on us and may be accepted at anytime before the expiration of that period.

(Signed by an authorized officer of the Firm)

Title of Officer

Name of the firm

DATE

Tenderers are required to submit the information in the following Schedules

SCHEDULE-A

CERTIFICATE OF NO RELATIONSHIP

I/We hereby certify that I/We* am/are* **related / not related**(*) to any officer of P.W.D of the rank of Assistant Engineer & above and any officer of the rank of Assistant / Under Secretary and above of the Works Department, Govt. of Odisha I/We* am/are* aware that, if the facts subsequently proved to be false, my/our* contract will be rescinded with forfeiture of E.M.D and security deposit and I/We* shall be liable to make good the loss or damage resulting from such cancellation.

(*) - Strike out which is not applicable

Signature of the Tenderer

Date:-

.....

SCHEUDLE –C

LIST OF PLANT AND EQUIPMENTS TO BE DEPLOYED ON THE CONTACT WORK

(MINIMUM REQUIREMENT)

Sl. No.	List of plants and equipments	Requirement	Marks
01.	Concrete Mixture	1 No.	20
02.	Generator 10 KVA	1 No.	10
03.	Needle Vibrator	1 No.	10
04.	Truck/ Tipper	2 Nos.	20
05.	Centering and shuttering materials	500 sqm.	25
06.	Water Tanker	1 No.	15
		Total:-	100

Minimum Pass marks for qualification - 80

NOTE :

1. Capacity of each plant and equipment should be as per specification attached separately.
2. The above equipment should either be owned or availed on long-term lease extended beyond the duration of the work, the authority of which in either case is to be substantiated before award of the work.
3. The equipment mentioned above must be included in Schedule "C" and clearly indicated as "Owned/leased."
4. Apart from the above list, all other machinery/equipments as will be required for satisfactory completion of the work shall have to be deployed by the agency.
5. For deploying additional sophisticated machinery by the agency for completion of the work, no claim shall be entertained.

E.E. RWSS Division Rairangpur

SECTION-9

CHECKLIST OF DOCUMENTS TO BE FURNISHED BY THE BIDDER

Name Of the Work: -

Sl. No.	Particulars	Reference to Clause No.	Whether furnished		Reference to Page No.
			Yes	No	
1	Cost of Tender paper	As per NIT			
2	E.M.D.	As per NIT			
3	Copy of valid Registration Certificate	DTCN Clause No. 3 of IFB			
4	Copy of valid GST Registration Certificate	DTCN Clause No. 12 (viii)			
5	Copy of Pan Card	DTCN Clause No. 12 (vii)			
6	No Relationship Certificate	DTCN Clause section 1 cl no.- 3.5			
7	CA Certificate	DTCN Clause 4.2 (b)			
8	Works Experience: -	4.4 (A) (a)			
(a)	List of similar works executed during last 5years	Note(v) of 4.4(A) & Ann-II			
(b)	Works in hand Approximate value of existing commitment and ongoing works.	1.3 of Appendix			
(c)	Bid Capacity Calculation Sheet	4.6 of IFB			
9 (a)	Information regarding current litigation, debarring/ expelling of the tender or abandonment of the work by the tendered	1.1 of Appendix & Annexure-IV			
(b)	Affidavit/ Declaration	12 (iv) & 19.2 (vi)			
10	Work Schedule in the form of Bar chart	4.2 (k) of IFB & 1.13 of Appendix			
11	Solvency Certificate from bank.	1.9 of Appendix & 4.2 of ITB			

Executive Engineer
RWSS Division Rairangpur