



Government of Odisha
PANCHAYATI RAJ & DRINKING WATER
DEPARTMENT

**Superintending Engineer,
RWSS Division, Angul**

INVITATION FOR BIDS (IFB)

**BID IDENTIFICATION NO. _09_ DT. 21.07.2026
(Package No. _01_)**

**DTCN FOR
RETROFITTING OF 70 LPCD PWS FOR LAYING OF
CLEAR WATER RISING MAIN FROM GADARKHAI
BOOSTING TO TULASIPAL, LANGULIABEDA,
KANKINALI & RAJIBPUR VILLAGE OF TULASIPAL GP
FOR SUPPLY OF CLEAR SURFACE WATER UNDER
PWS TO 11 NOS. FLUORIDE AFFECTED VILLAGES
AROUND NALCO SMELTER IN ANGUL DISTRICT
(INCLUDING OM 5YEARS)**

**PART-I
GENERAL & TECHNICAL BID**

ESTIMATED COST : Rs. 367.01 LAKHS

RURAL WATER SUPPLY & SANITATION ORGANIZATION



GOVERNMENT OF ODISHA
PR & DW Department

..... PROJECT

AGREEMENT NO.....

NATIONAL COMPETITIVE BIDDING

(PWS WORKS)

NAME OF WORK : Retrofitting of 70 LPCD PWS for laying of Clear Water Rising main from Gadarkhai boosting to Tulasipal, Languliabeda, Kankinali & Rajibpur village of Tulasipal GP for supply of clear surface water under PWS to 11 nos. Fluoride affected villages around Nalco smelter in Angul District. (Including OM 5Years)

PERIOD OF SALE OF BIDDING DOCUMENT : FROM: 10.08.2026 OF 11.00 HOURS
TO 24.08.2026 HOURS OF DT.17.30 HOURS

TIME AND DATE OF PRE BID CONFERENCE : FROM: 10.08.2026 UP-TO 11.00 HOURS

LAST DATE AND TIME FOR RECEIPT OF BIDS : DATE 24.08.2026 TIME 17.30 HOURS

*TIME AND DATE OF OPENING TECHNICAL BIDS : DATE 25.08.2026 TIME 12.00 HOURS

*TIME AND DATE OF OPENING FINANCIAL BIDS : TO BE ANNOUNCED

PLACE OF OPENING OF BIDS : OFFICE OF THE SUPERINTENDING ENGINEER,
RWSS DIVISION, ANGUL :AT: TALCHER

INVITATION FOR BID (IFB)

INVITATION FOR BIDS (IFB)
NATIONAL COMPETITIVE BIDDING THROUGH E-PROCUREMENT
IDENTIFICATION NO: 09 OF 2026-27

The Superintending Engineer, RWS&S Division, Angul on behalf of Governor of Odisha invites bids urgently through e-procurement in double cover system in conformity with the terms & conditions of the detailed tender call notice (DTCN) from the Contractor registered with the Odisha State Govt. & Contractors of equivalent grade / class registered with Govt. of India / Govt. of any other State / MES / Railway & Reputed Engineering firm having valid & up to date Contractors registration certificate, GSTIN & PAN Card as given in the DTCN to be eventually drawn up in the standard Percentage rate contract form of OPWD.

SL No.	Name of the Work	Appx. Value of work (Rs. In lakhs)	EMD to be deposited (In Rs.)	Cost of Tender Paper	Class of Contractor	Period of Completion
1	2	3	4	5	6	7
1	Retrofitting of 70 LPCD PWS for laying of Clear Water Rising main from Gadarkhai boosting to Tulasipal, Languliabeda, Kankinali & Rajibpur village of Tulasipal GP for supply of clear surface water under PWS to 11 nos. Fluoride affected villages around Nalco smelter in Angul District. (Including OM 5Years)	367.01	1% of tender cost	10000/-	"A"	12 (Twelve) Months

1. Availability online for bidding of tender from **10.08.2026** at 11.00 hours to **24.08.2026** at 17.30 hours.
2. Last date & time of seeking tender clarification up to **19.08.2026** upto 12.00 hours.
3. Date & time of opening of technical bids is **25.08.2026** at 12.00 Hours in the office of the Superintending Engineer, RWS&S Division, Angul.
4. Date & time of opening of financial bids: to be announced later.
5. Mode of submission of tender: Tenders are to be submitted online in: www.tendersodisha.gov.in only. There is no provision of submitting any of the documents in hard copy through the drop box.
6. The Bidders desirous to participate in bidding must possess compatible Digital Signature Certificate & should follow the changes / modification / addendum to DTCN if any.
7. Subsequent corrigendum if any shall appear in the web site.
8. Other Details can be seen in the bidding document that is available in website www.tendersodisha.gov.in.
9. Authority reserves the right to reject any or all the tenders without assigning any reason thereof.

Sd/-
Superintending Engineer,
RWS&S Divn., Angul

Memo No. - **4232** / Dtd.:- **21.07.2026**

10. Copy along with soft copy of the Bid documents and original notice submitted to the Head, State Portal Group, I.T. Center, Deptt. of I.T. Odisha, Secretariat, Bhubaneswar for favour of information. It is requested to post the original Notice, Bid documents in the Government of Odisha web site for display till _____ hrs of _____ for wide circulation and down loading by intending Tenderers.
11. Copy submitted to the Addittional Chief Engineer, RWSS Circle, Bhubaneswar for favour of kind information and with a request to display the Tender Call Notice in their office notice board for wide publicity
12. Copy Submitted to the Engineer-In-Chief, RWS&S(O) / Chief Engineer, RWS&S-I/ II / Chief Engineer, RWS&S –III Odisha, Bhubaneswar for favour of kind information and with a request to display the Tender Call Notice in their office notice board for wide publicity.
13. Copy submitted to the Collector & District Magistrate, Angul for favour of kind information.
14. Copy to all Assistant Executive Engineer, under RWSS Division, Angul at Talcher for information and with a request to display the Tender Call Notice in their office notice board for wide publicity.
15. Copy to all AE/JE under RWS&S Divison, Talcher to display the Tender Call Notice in their office notice board for wide publicity.
16. Copy to D.A.O/Head Clerk/ME-MIS Consultant/Cashier/Steno/ Notice Board/Tender File for record and reference.

Sd/-

**Superintending Engineer,
RWS&S Divn., Angul**

Memo No. – **4233** / Dtd.:- **21.07.2026**

Copy in duplicate forwarded to the Deputy Director-cum-Deputy Secretary to Government in Information & Public Relation Deptt. Govt. of Odisha, Bhubaneswar for information with a request to arrange a publication of the Tender Call Notice in consecutive issue of **One national English daily & two local dailies** in order to make the tender competitive. The Advertising Manager may be requested to communicate the copies of the Advertisement also to this office through above e-mail address for reference and record.

Encl:- CD – 1 No.

Sd/-

**Superintending Engineer,
RWS&S Divn., Angul**



INVITATION FOR BIDS (IFB)
NATIONAL COMPETITIVE BIDDING THROUGH E-PROCUREMENT
IDENTIFICATION NO : 09/SE/RWSS/ANGUL/2026-27 Dt. 21.07.2026

The Superintending Engineer, RWS&S Division, Angul on behalf of Governor of Odisha invites Percentage rate price bids through e-procurement in double cover system according to the norms of e-procurement system, in on-line mode from eligible contractors.

Sl. No.	Nature of work	:	Retrofitting of 70 LPCD PWS for laying of Clear Water Rising main from Gadarkhai boosting to Tulasipal, Languliabeda, Kankinali & Rajibpur village of Tulasipal GP for supply of clear surface water under PWS to 11 nos. Fluoride affected villages around Nalco smelter in Angul District. (Including OM 5Years)
1.	No. of works	:	
2.	Estimated Cost	:	Rs. 367.01 Lakhs (app.)
3.	Time for completion	:	12 Months
4.	Cost of bidding document	:	Rs. 10,000.00
5.	Class of Contractors eligible	:	“A” Class
6.	Availability of bids on-line	:	From 10.08.2026 hour of 11.00 to 24.08.2026 hours of 17.30 P.M.
7.	Last date and time for seeking clarification	:	19.08.2026 hours of 12.00.
8.	Date & time of opening of technical bids	:	On dt 25.08.2026 at 12.00 Hours in the office of the Superintending Engineer, RWS&S Division, Angul. (All documents should be submitted in online only. No original documents should be dropped in dropping box before opening of technical bid in Division Office).
9.	Date and time of opening of financial bids	:	To be decided.

Further details can be seen from the website <https://www.tendersorissa.gov.in>.
Subsequent corrigendum if any shall appear in the web site.

Sd/-
Superintending Engineer,
RWS&S Divn., Angul

Memo No. - 4232 / Dt. 21.07.2026

Copy in duplicate forwarded to the Deputy Director-cum-Deputy Secretary to Government in Information & Public Relation Deptt. Govt. of Odisha, Bhubaneswar for information with a request to arrange a publication of the Tender Call Notice in consecutive issue of **One national English daily & two local dailies** in order to make the tender competitive. The Advertising Manager may be requested to communicate the copies of the Advertisement also to this office through above e-mail address for reference and record.

Sd/-
Superintending Engineer,
RWS&S Divn., Angul

SECTION 1
INSTRUCTION TO BIDDERS
(ITB)

A. GENERAL INSTRUCTIONS

1. Scope of Bid

- 1.1. The Employer [Superintending Engineer, RWS&S Division, Angul State of Odisha through...../ bid inviting authority] invites bids for the PWS works namely "Retrofitting of 70 LPCD PWS for laying of Clear Water Rising main from Gadarkhai boosting to Tulasipal, Languliabeda, Kankinali & Rajibpur village of Tulasipal GP for supply of clear surface water under PWS to 11 nos. Fluoride affected villages around Nalco smelter in Angul District. (Including OM 5Years)" on Percentage rate 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/India. **(Nalco Deposit fund)**

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 civil works in general and piped water supply project 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 "**A**" **Class** 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.
- 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, 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 Superintending 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 the proof of submission of Bid Security and Demand Draft towards cost of the Bid document in online.
- (f) Certificate from the Chartered Accountant specifying the financial turnover for the years to be taken into consideration as per Annexure-I;
- (g) It does not contain any condition or qualification; and
- (h) 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.**

Experience in PWS works of Similar nature and size undertaken during last five financial years. The bidder should have successfully completed similar nature of works i.e. at least completion of one Piped Water Supply Scheme with execution of different components such as Head Works, Raising Main, OHT of minimum 50,000Ltr. Capacity, Distribution System in a composite manner along with its Commissioning & Testing under any Government / Government undertaking institutions in any one financial year during the last five financial years 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.

A contractor having even a single incomplete PWS Scheme work at hand under RWS&S Circle, Bhubaneswar 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 PWS Scheme work at my hand with more than one year time over run from the schedule date of completion**

under RWSS Circle, Bhubaneswar as on the bid submission date”.

- c) Major items of construction equipments proposed to carry out the Contract.
- d) Qualifications and experience of key site management and technical personnel proposed for the contract;
- e) Reports on the financial standing of the bidder, such as profit and loss statement and auditor's reports for the past five financial years;
- f) Evidence of adequacy of working capital for this contract (access to line (s) of credit and availability of other financial resources) **Bank Solvency Certificate should be furnished in the format of Annexure-III of Section-II.** Solvency Certificate to be submitted from the bank clearly mentioning the name of the work as mentioned in TCN as per section 2, Annexure-III amounting minimum 30% of the tender value. Name, address, and telephone, telex, and fax numbers of the Bidders' bankers who may provided references if contacted by the Employer for verification of Solvency certificate. The Solvency Certificate is need to be done after the invitation tender. Solvency certificate made before the invitation of tender will not be considered. **The above point submission of solvency certificate is not mandatory as the letter No. 5499 Dt.05.07.2021 of Engineer-In-Chief, RWS&S Odisha, Bhubaneswar.**
- g) Authority to seek references from the Bidder's bankers;
- h) 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);
- i) 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
- j) 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.

4.3 Bids from joint ventures/ association in firms are not acceptable.

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 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.

(a) Technical Capacity

The bidder should have successfully completed similar nature of works i.e. at least completion of one Piped Water Supply Scheme with execution of different components such as Head Works, Raising Main, OHT of minimum 50,000Ltr. Capacity, Distribution System in a composite manner along with its Commissioning & Testing under any Government / Government undertaking institutions in any one financial year during the last five financial years 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.

A contractor having even a single incomplete PWS Scheme work at hand under RWS&S Circle, Bhubaneswar 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 PWS Scheme work at my hand with more than one year time over run from the schedule date of completion under RWSS Circle, Bhubaneswar as on the bid submission date".

(b) Financial Capacity

The bidder should have annual turnover from all classes of Engineering work contracts only from Government / Government undertaking institutions of not less than 40% of the Tendered cost, in any one financial year during last 5 (five) financial years. Must enclose payment receipt from the Government / Government underrating institutions in support of the annual turnover.

A certificate from the Chartered Accountant along with 26 AS 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. As the year of bid invitation is 2026-27, then the following weightage factor shall be considered.

Year of completion	Weightage factor
2025-26	1.10
2024-25	1.21
2023-24	1.33
2022-23	1.46
2021-22	1.61

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) 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 along with 26 AS, if the bidder fails to provide any documentary evidence along with the proposal.
- (iv) 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.

- (c). The bidder shall carefully go through the tender and prepare the required documents. The bidder shall have a technical bid and financial bid. The technical bid generally consist of lot of Bid documents, EMI/Bid security, VAT/GST & PIN/TIN, Registration Certificate, Affidavits, profit loss statement, joint venture agreement list of similar nature of work, works in hand.

4.4(B) Each bidder should further demonstrate:

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

S No.	List of plants and equipments (insert the name of equipments)	Requirement (insert as required for the work)

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.

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 Crores**.

4.7. Only those Bidders who meet the eligibility criteria as specified in Clause 3.1, test of responsiveness specified in Clause 4.1, 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 [say at 2019-20] 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 Superintending 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.

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 The bidder or his official representative is invited to attend a pre-bid meeting which shall be held as per TCN.
- 9.2.2 The purpose of meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

- 9.2.3 The bidder is requested to submit any questions in writing to reach the Employer not later than one week before the meeting.
- 9.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents listed in sub clause 8.1 which may become necessary as a result of the pre bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting.
- 9.2.5 Non attendance at the pre bid meeting will not be a cause for disqualification of a bidder.

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 writing or by cable/e-mail to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing or by cable/e-mail to the Employer. The Employer will assume no responsibility for postal delays.
- 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.

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 "Angul district" and shall comprise (to be submitted in online) of:-Technical bid should contain:

- (i) Technical bid (in the format indicated at section 2)
- (ii) Remittance of cost of bid document online
- (iii) Remittance of cost of bid security online
- (iv) Details of Bidder and supporting documents as specified in Appendix of Section -2
- (v) Certificates, undertakings, affidavits as specified in Section 2
- (vi) Undertaking that the bid shall remain valid for the period specified in Clause 15.1
- (vii) Copy of valid Registration Certificate
- (viii) Copy of PAN Card
- (ix) GST Registration Certificate/ GSTIN
- (x) No relationship certificate
- (xi) 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.
- (xii) Work experience.
- (xiii) Power of Attorney
- (xiv) History of Litigation and Criminal record.

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.

Cost of bid document & bid security amount (EMD) with be remitted in online mode by the bidder, failing which the bidder will be disqualified.

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 and Clause No. 51.2 under 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, taxes and other levies payable by the Bidder under the contract, or for any other cause shall be included in the rates, prices and total Bid Price 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 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:

The BID must be accompanied with "Earnest Money Deposit (EMD) amount of 1% of tender cost. The bidder 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 of failure.

16.2. Return of EMD:

In, the Technical evaluation process, the EMD of rejected bidder will be refunded to the account from where money has been debited after uploading of the Technical Evaluation Summary Sheet.

After Financial evaluation, the EMD of other than L1 and L2 bidder (or as the case may be such as decision of preferred bidder through lottery system etc.) will be credited to their respective account as per the Notification No.07556900012016-17254/W dated.05.12.2017 of Government of Odisha, Works department.

EMD on submission/cancellation of bids will be refunded to respective bidders account as per the above notification through e-procurement system.

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 Tenderer, after receipt of formal order shall have to furnish Initial Security Deposit (ISD) equal to 2% (two percent) of the value of the order, 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 **S.E., RWSS. Division, Angul** payable at **Angul** with in 7 (seven) days of receipt of intimation failing which their tender shall be cancelled with the forfeiture of EMD.

After signing of the Agreement with the preferred Bidder by the TIA on submission of required ISD (as per OPWD guideline) in the specified financial format and on uploading of the fact of award of Contract (AOC) by the TIA in the e-Procurement portal, the EMD of L1 & I2 bidder (or the case may be) will be refunded to their respective account in online

16.4. Additional Performance Security:

Additional performance security shall be obtained from the successful bidder when the bid amount is less than the estimated cost put to tender. In such an event, the successful bidder who has quoted less bid price/rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as differential Security in shape of Term deposit receipt pledged in favour of the Divisional Officer/Bank Guarantee in favour of the Divisional Officer from any Nationalized/Scheduled Bank in india guaranteed by its local branch at Bhubaneswar within seven days of issue of letter of acceptance(LoA) by Divisional Officer (by email) to the successful bidder as per Works Deptt. Office Memorandum No. 4559 dt. 05.04.2021 & subsequent Office Memorandum No. 5992 dt. 27.04.2021. otherwise the bid of the successful bidder shall be cancelled and Earnest Money Deposit/Bid Security shall be forfeited. Further, proceeding for blacklisting shall be initiated against the bidder. as per the Amendment to Para-3.5.5(V) of OPWD Code Vol-I. (as per F.A-Cum- Additional Secretary to Govt. to all departments vide letter No. 14459 dt. 20.09.2018). Additional performance Security (APS) as per Notification No. 07764600022025-173,dt.03.01.2026 of Works Deptt. Govt. Of Odisha APS shall be obtained only from lowest accepted bidder when the bid amount is less than the estimated cost put to tender as follows:-

Sl. No.	Range difference between the estimated cost put to tender and bid amount	Additional Performance Security to be deposited by the successful bidder
1	Where the bid price is below 0% but not below 10% of the project cost put to bid	No Additional performance guarantee/security percentage is required.
2	Where the bid price is below 10% but not below 20% of the project cost put to bid	The additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price.
3	Where the bid price is is 20% or more below the project cost put to bid.	The additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this performance guarantee percentage shall be applied on the bid price.

The APS should be in shape of N.S.C./ Post Office Savings Bank Account/Post Office Time Deposit Account/ Kisan Vikas Patra/ Bank Guarantee in favour of the Divisional Officer from any Nationalized Scheduled Bank in India counter guaranteed by its local Branch at Bhubaneswar/ e-Bank Guarantee executed on the National e-Governance Services Limited (NeSl.) Digital Document Execution Portal towards E.M.D/initial Security Deposit / any other security deposit from the contractor or supplier.

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

In addition to that 5% of gross value in case of “Super”, “Special”, “A” & “B” Class Contractor / 3% of gross value in case of “C” & “D” Class Contractor will be deducted from bill(s) of the contractor toward Security Deposit (SD) which will be refunded after the defect liability period subject to payment of final bill.

- 16.7. The EMD shall be forfeited, if, (a) a contractor withdraws the tender during the validity period of tender or (b) if the firm fail to furnish ISD within due time or (c) the successful tenderer fails to sign the Agreement for whatever reason. 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 of 180 days for the entire duration of the contract and there should be no subsequent increase of performance security.
- 16.8. In consideration of the Superintending Engineer, / Superintending Engineer, / Additional Superintending 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 even beyond agreement period.
- 16.9. The Bidder shall furnish, as part of his Bid, a Bid cost of an amount as shown in **col.4** of the table of IFB for this particular Work through electronic payment mode only in designated banks. Bidders owned or desirous to hire machineries or equipments 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 EMD amount and not deposited 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.
- (c) 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, his EMD/ Bid security shall stand forfeited and 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. In view of adoption of e-procurement process pursuant to Government of Odisha in Works Department Office Memorandum No. FA-R-3/08-4657/W dated 12.03.08, 4666/W dated 12.03.2008, 1027/W Dt.24.01.2009 & 7885/W dated 23.07.2013 following changes/ modification/ addendum shall be effected.

19.1. **Bid Documents:**

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

19.2. **Clarification of Bidding Documents:**

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

19.3. **Documents Comprising the Bids:**

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

19.4. **Bid Price:**

In case of submission of Bids through the e-Procurement Portal, an intelligent Bill of Quantity in Microsoft Excel format shall be made available to the bidder. The bidder shall download that particular Excel sheet and fill in rates in figures at the appropriate location. The line item total in words and the total amount in case of item rate / Percentage rate, tenders shall be calculated automatically and shall be visible to the bidder. The bidder is not supposed to change or modify the format of the excel sheet in any form.

19.5 Sealing and marking of Bids

19.5 The Applicant/Bidder shall submit the Application/Bid in the format specified in the Bidding Document, together with the documents (scanned Copies) specified in Clause 12 in on line only.

19.6 The documents shall contain:

- (i) Application/Bid in the prescribed format given in Clause 12 along with supporting documents;
- (ii) Proof of submission of cost of bid document, EMD (Bid Security) ;
- (iii) Documents as per Appendix of Section-II.
- (iv) Any other documents required for eligibility criteria as mentioned in Clauses of ITB.
- (v) Notary affidavits in support of authenticity of above documents
- (vi) Registration Certificate, PAN Card, GST Registration Certificate, Turnover Certificate from Chartered Accountant with break-up of construction work and total work for each financial year &

work experience certificate.

- 19.7 The bid is received in on-line and, **the contents of on-line copy shall be only be considered for evaluation.** No Hardcopy of online uploaded document need to be dropped in the drop box of O/O Superintending Engineer, RWS&S Division, Angul. However during evaluation if the authority need to verify any documents the same must have to submitted to the authority by the bidder. The successful bidder need to submit the original Notary affidavits in support of authenticity of above documents during agreement. Applications/ Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

20. Deadline for Submission of the Bids:

- 20.1 Applications/Bids shall be received only on "on-line" on or before 17.30 hours IST on the application/bid due date as specified in the TCN.

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

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

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

- 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 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 Bidding Process**

The Authority shall endeavour to adhere to the following schedule

S No.	Event Description	Date
1	Last date of receiving queries	As per TCN
2	Pre-Bid Meeting	As per TCN
3	Authority response to queries latest by	As per TCN
4	Bid Due Date (submission in online)	As per TCN
5	Bid opening date in online	As per TCN
6	Announce of technically qualified bidders	As per TCN

E. BID OPENING AND EVALUATION

23. Bid Opening

- 23.1 All the bids received shall be opened ONLINE in the office of [insert name of office] on [insert date and time] 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 **Bid** 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) Cost of tender document has not remitted online.
 - c) EMD as per DTCN has not remitted online.
- (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.
- d) Proof of eligibility and qualifications is not enclosed.
 - e) There are any criminal cases pending.
 - f) PAN is not enclosed.
 - g) Affidavit is not enclosed.
 - h) Power of Attorney is not enclosed.

- i) Record of litigation and arbitration is not enclosed.
 - j) Other documents as required not enclosed.
 - k) GST Registration Certificate / GSTIN
 - l) Work experience certificate
 - m) Financial Statement along with 26AS
 - n) No relation certificate
- 26.3. Any such conditions shall be minuted and the price bid shall not be opened. The price bid shall be opened only for those bidders who qualify in the technical evaluation as described at **Clause – 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 **Superintending Engineer, RWS&S Division, Angul** 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 **Superintending Engineer, RWS&S Division, Angul** 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 **Superintending Engineer, RWS&S Division, Angul** during the evaluation of the tenders.
28. **Determination of Responsiveness :**
- 28.1 Prior to the detailed evaluation of tenders, **Superintending Engineer, RWS&S Division, Angul** 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 **Superintending Engineer, RWS&S Division, Angul**. 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 crores**.

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

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

A = Maximum value of works executed in any one year during the last five 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: a) 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.

b) 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 Superintending Engineer,.

c. **In case of non-disclosure /hiding of any existing commitment and ongoing works to mislead the tender inviting authority, if detected later, then the tender will be liable for rejection.**

Escalation Factor:

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

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

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

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

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 contract 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 would

be called for drawing agreement for execution of work subject to the condition that L2 bidder negotiates at par with the rate quoted by the L1 bidder otherwise the tender will be cancelled. In case a contractor is black listed, it will be widely published and intimated to all departments of Government and also to Govt. of India agencies working in the state.

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

39. Performance Security

39.1 Initial Security Deposit:

The successful Tenderer, after receipt of formal order shall have to furnish Initial Security Deposit (ISD) equal to 2% (two percent) of the value of the order, 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 **Superintending Engineer, RWS&S Division, Angul** payable at **Talcher** within 7 (seven) days of receipt of intimation failing which their tender shall be cancelled with the forfeiture of EMD.

After signing of the Agreement with the preferred Bidder by the TIA on submission of required ISD (as per OPWD guideline) in the specified financial format and on uploading of the fact of award of Contract (AOC) by the TIA in the e-Procurement portal, the EMD of L1 & L2 bidder (or the case may be) will be refunded to their respective account online.

39.2. Additional Performance Security:

Refer page 18, Clause 16.4.

39.3 GST Registration Number/ GSTIN:

(a) Tenderers are required to submit copy of valid GST Registration certificate / GSTIN along with their tenders, failing which their tenders will not be considered.

(b) Payment of GST – Estimate for the work has been prepared as per basic cost excluding GST. Bidders are to quote their rate accordingly.

(c) GST as applicable will be paid extra.

39.4. Security Deposit

In addition to that **5% of gross value in case of “Super”, “Special”, “A” & “B” Class Contractor / 3% of gross value in case of “C” & “D” Class Contractor** will be deducted from bill(s) of the contractor toward **Security Deposit (SD)** which will be refunded after the defect liability period subject to payment of final bill.

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 if 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

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 advance payment required is ₹.-----

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 current 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 (v) 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 (PWS work or civil construction work)	
Year-wise (a) payments received for construction (Amount in INR lakhs)	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	

- 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 2026-2027 price level (Rs. In Lakhs) (2026-27)
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 Superintending 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 (c) 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 (d) 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 (i))

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			

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

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 Superintending 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/Sri/Smt/Ms_____ is a reputed company bearing current account no..... with a good financial standing. If the contract for the work namely ["Retrofitting of 70 LPCD PWS for laying of Clear Water Rising main from Gadarkhai boosting to Tulasipal, Languliabeda, Kankinali & Rajibpur village of Tulasipal GP for supply of clear surface water under PWS to 11 nos. Fluoride affected villages around Nalco smelter in Angul District. (Including OM 5Years)] on Percentage rate contract basis involving design and execution is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of `Rs. (Minimum 30% of the tender value) to meet their working capital requirements for executing the above contract.

(Signature) 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.

Annexure-V

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

**Government of Odisha
Works Department**

Office Memorandum

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

Sub: Codal Provision regarding e-Procurement.

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

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

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

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

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

11.1 Application Administrator (NIC & State Procurement Cell)

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

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

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

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

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

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

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

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

- (i) Opening of Bid

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

- (i) Evaluating Bid

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

- (i) To take up auditing

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

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

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

Government of Odisha “e” procurement Notice

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/Package:

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/Package:

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

16. SUBMISSION OF BID:

- 16.1. The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid & a Financial Bid. The Technical bid generally consist of cost of Bid documents, EMD/ Bid Security, VAT/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 place only in case of percentage rate tender.
- 16.5. The bidder shall log on to the portal with his/her DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents.
- 16.5.1. Bids cannot be submitted after due date and time. The bids once submitted 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 upload 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.
 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.

Annexure – Vi

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

Government of Odisha
Works Department

Office Memorandum

File No.07556900012016–17254/W Dt.05.12.2017

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

1. The State Government have formulated rules and procedures for Electronic receipt, accounting and reporting of the receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids through the e-procurement portal of Government of Odisha i.e. "<https://tendersodisha.gov.in>".
2. Electronic receipt of cost of tender paper has been successfully tested through SBI payment gateway. Now it has been decided to introduce electronic receipt of **Cost of Tender Paper and Earnest Money Deposit on submission of bids** through payment gateway of designated banks such as **SBI/ICICI Bank/HDFC Bank** for all Government Departments, State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc. in phases (ANNEXURE-I). The process outline as well as accounting and reporting structure are indicated below :
 - a) It will be carried out through a single banking transaction by the bidder for multiple payments like **Cost of Tender Paper and Earnest Money Deposit on submission of bids**.
 - b) Various payment modes like **Internet banking/ NEFT/RTGS** of Designated Banks and their Aggregator Banks as well can be accessed by the intending bidders.
 - c) Reporting and accounting of the **e-receipts** will be made from a single source.
 - d) Credit of receipts into the Government accounts and to the designated Bank account of the participating entities indicated in Para 2 above would be faster.
3. Only those bidders who successfully remit their **Cost of Tender Paper and Earnest Money Deposit on submission of bids would be eligible to** participate in the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure.
4. **Banking arrangement:**
 - a) Designated Banks (**SBI/ICICI Bank/HDFC Bank**) payment gateway are being integrated with e-Procurement portal of Government of Odisha (<https://tendersodisha.gov.in>)
 - b) The Designated Banks participating in **Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids** will nominate a **Focal Point Branch** called e-FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.
5. **Procedures of bid submission using electronic payment of tender paper cost and EMD by bidder:**
 - a) **Log on to e-Procurement Portal:** The bidders have to log onto the Odisha e-Procurement portal (<https://tendersodisha.gov.in>) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now, submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
 - b) **Uploading of Prequalification/Technical/Financial bid:** The bidders have to upload the required Prequalification /Technical/Financial bid, as mentioned in the bidding document and in line with Works Department office memorandum no.7885, dt.23.07.2013.
 - c) **Electronic payment of tender paper cost and EMD:** Then the bidders have to select and submit the bank name as available in the payment options
 - i. A bidder shall make electronic payment using his/her **internet banking** enabled account with designated Banks or their aggregator banks.
 - ii. A bidder having account in other Banks can make payment using **NEFT/RTGS** facility of designated Banks.
Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account, by

adding the account number as mentioned in the challan as an interbank beneficiary.

- d) **Bid submission:** Only after receipt of intimation at the e-Procurement portal regarding successful transaction by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.
- e) **System generated acknowledgement receipt for successful bid submission:** System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of '**Bid ID**' generated in the acknowledgement receipt for tracking their bid status.

6. Settlement of Cost of Tender Paper;

- a) **Cost of Tender Paper:** In respect of Government receipts on account of **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank- wise-head-wise challans separately for **Cost of Tender Paper** and instruct the designated Banks to remit the money to the State Government account under different heads. In respect of the cost of tender paper received through the e -procurement portal, the remittance to the Cyber Treasury account will be made to the Head of Account 0075-Misc, General Services-800-Other Receipts -0097-Misc. Receipts-02237-Cost of Tender Paper.
- b) For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Odisha Treasury portal. Thereafter, remittance through NEFT & RTGS will be facilitated through the Odisha Treasury portal.
- c) Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc., **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise list of challans and instruct the designated Banks to remit the money through the Odisha Treasury portal. The cost of tender papers will be credited to the registered Bank account of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc.
- d) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee, EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.
- e) Back-end Transaction Matrix of Electronic receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids is enclosed in the Annexure.

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

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

8. Forfeiture of EMD :

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

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

9. Role of the Banks:

- a) Make necessary provision / customizations at their end to enable the provision for online payments / refunds as per this document.
- b) Provide necessary real-time message to bidders regarding successful or unsuccessful transactions during online payment processes and redirect them to e-Procurement website with necessary transaction reference details enabling them to submit their bids.
- c) The bank shall ensure transfer of funds from the pooling account to the Government Head/current account of PSUs/ULBs within the next bank working day as per the directions generated from e-

- Procurement portal.
- d) Bank should provide timely reports and reference details to NIC enabling them to carry out their role as stated below.
 - e) Refund of amount to bidders as per the XML file provided by e-Procurement system on the next bank working day from the date of generation of the XML file and also provide a confirmation to NIC on the same.
- 10. Role of State Procurement Cell:**
- a) Communicate requirements of Government departments/ State PSUs/ Autonomous Bodies/ ULBs online payment requirements to National Informatics Centre / the authorised Banks for mapping/ customization.
 - b) In every working day, the State Procurement Cell shall generate MIS from the e-Procurement portal to ascertain the tender paper cost received in the e-Tendering process separately bank-wise for the Government Department and the PSUs/ULBs. The SPC shall generate bank-wise separate online challans from the Odisha Treasury portal and make the remittance through over the counter facility or NEFT/RTGS (as and when this functionality is available in Treasury portal) and issue instruction to the bank for remittance of the receipt to the State Government account.
 - c) The State Procurement Cell shall be responsible for providing challan details and MIS in respect of the remittance towards tender paper cost to the Tender inviting authorities for their record.
 - d) State Procurement Cell shall monitor the progress of e-Tendering by different Government departments / State PSUs/ Autonomous Bodies / ULBs through an MIS. State Procurement Cell shall monitor and send monthly progress reports to the Government.
 - e) The e-Procurement system will generate a consolidated refund & settlement XML file as an end of the day activity.
 - f) e-procurement system will provide a web service for payment gateway (PG) provider to pull the encrypted refund and settlement details in XML file against a day.
 - g) Similarly, payment gateway (PG) provider will provide a web service to pull the refund and settlement status against a day
 - h) e-procurement system will update the status accordingly for reconciliation report.
- 11. Role of National Informatics Centre :**
- a) Customize e-Procurement software and web-pages of Government of Odisha (<https://tendersodisha.gov.in>) to enable the provision for electronic payment.
 - b) The NIC, Odisha will modify / rectify the errors in electronic data relating to the Chart of Account.
 - c) NIC will provide an interface to organisations to download the electronic receipt data.
 - d) Enable automatic generation of daily XML files from e-Procurement system and ensure delivery of the same to the authorised Banks for enabling automatic refund/settlement of funds.
 - e) NIC shall enable the e-Procurement portal to generate MIS as required for the State Procurement Cell in order to make remittance of the tender paper cost to the State Government account using the Odisha Treasury portal.
- 12. Role of Cyber Treasury :**
- a) The cost of the tender paper deposited by the SPC using the Odisha Treasury Portal which will be accounted for by the Cyber Treasury and it shall submit the accounts to A.G (O) as per the established process.
 - b) The Cyber Treasury will provide MIS as required to the SPC for the purpose of accounting and reconciliation of the electronic remittances made to the State Government account.
- 13. Redressal of Public grievances :**
- a) The State Procurement Cell, Odisha, National Informatics Centre, Odisha and the e-FPB will have an effective procedure for dealing with, public complaint for e-Receipt related matters. In case, any mistake is detected by any of the stakeholders in reporting of receipt of tender paper cost and EMD, either suo moto or on being brought to its notice, the State Procurement Cell, Odisha, National Informatics Centre, Odisha unit, Cyber Treasury and the bank will promptly take steps for rectification. The e-Focal Point Branch of the participating Banks, National Informatics Centre, Odisha and the State Procurement Cell, Odisha will notify the contact number and address of the Help Desk for resolution of any dispute regarding e-Receipt.
- 14. Applicability and modification of existing rules / orders:**
- The modalities prescribed in this Office Memorandum for downloading of tender paper, submission and rejection of bid, acceptance of Bids as well as refund and forfeiture of earnest deposit will be applicable for electronic submission of bids through e- procurement portal. Existing provisions regulating cost of tender paper, earnest money deposit in OPWD Code and OGFR would stand modified to the extent prescribed.
- 15.** These arrangements would be made effective after signing of MoU between the designated Banks and the State

Procurement Cell, firming up of Banking arrangements and technical integration between designated Bank and e-Procurement Portal.

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

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

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

**ANNEXURE-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.

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 “[Retrofitting of 70 LPCD PWS for laying of Clear Water Rising main from Gadarkhai boosting to Tulasipal, Languliabeda, Kankinali & Rajibpur village of Tulasipal GP for supply of clear surface water under PWS to 11 nos. Fluoride affected villages around Nalco smelter in Angul District. (Including OM 5Years)] on Percentage rate contract 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 ["Retrofitting of 70 LPCD PWS for laying of Clear Water Rising main from Gadarkhai boosting to Tulasipal, Languliabeda, Kankinali & Rajibpur village of Tulasipal GP for supply of clear surface water under PWS to 11 nos. Fluoride affected villages around Nalco smelter in Angul District. (Including OM 5Years)] on Percentage rate contract 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 "[Retrofitting of 70 LPCD PWS for laying of Clear Water Rising main from Gadarkhai boosting to Tulasipal, Languliabeda, Kankinali & Rajibpur village of Tulasipal GP for supply of clear surface water under PWS to 11 nos. Fluoride affected villages around Nalco smelter in Angul District. (Including OM 5Years)", [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 engagement of labour for the work.
5. The documents furnished with the tender are correct to the best of my knowledge and belief and if any information found to be incorrect in future, the Department has the liberty to take any action as deemed fit.

**Signature of the
Tenderer**

SECTION 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.

A1 - CONDITIONS OF PERCENTAGE RATE CONTRACT

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

Compensation
for delay

Compensation for delay : Clause-2 (a): The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the written order to comence 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 demand to be of essence of the contract on the part of the contractor) and the contractor shall pay, as compensation, an amount equal to 1/2 percent on the amount of the estimated cost, if the whole work as shown by the tender for every day that the work remains uncommenced or unfinished after the proper dates (The work should not be considered finished until such date as the Superintending Engineer, shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by the Superintending Engineer, or his authorised agents, are fully complied with by the contractor to the Superintending Engineer, 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 on 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 one 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 everyday that the due quantity of work remains incomplete provided always that the entire amount of compensation to be paid under the provisions of the clause shall not exceed 10 percent on the estimated cost of the work as shown in the tender.

Compensation
for delay

The work
should not be
considered
finished until
such date as
the
Superintending
Engineer,
shall clarify as
the work is
finished after
necessary
rectification
of defects as
pointed out by
the
Superintending
Engineer, or
his authorised
agents or fully
completed
with by the
Contractor to
the
Superintending
Engineer,'s
instruction.

Clause-2 (b): To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Superintending Engineer, shall be conclusive evidence), 20 % of the value of left-over work will be released from the Contractor as penalty.

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

Actions when whole security deposit is forfeited.

(i). Security deposit of the contractor shall be refunded only six months after the date of completion of the work provided the final bill has been paid and defects, if any rectified.

Clause-3 - In any case in which any of the powers conferred upon the Superintending Engineer, by clause 3 hereof shall not be exercised the non exercise thereof shall not constitute a waiver of any of the conditions here of and such powers shall not with standing be exercisable in the event of any future case of default by the contractor of which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of this security deposit, and the liability of the contractor for the past and future compensation shall remain unaffected. In the event of the Superintending Engineer, putting in force the powers vested in him under the proceeding clause he may if he so desire take possession of all or any tools,plants materials and stores, in or upon the works of the site thereof belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in the account at the contract rates, or in case of these not being applicable at current market rates to be certified by the Superintending Engineer, whose certificate thereof shall be final,otherwise the Superintending Engineer, may by notice in writing to the contractor or his clerk of the works, foreman or other authorised agent require him to remove such tools,plants,materials or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition the Superintending Engineer, may remove them at the contractor's expenses or shall them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Superintending Engineer, as to the expense of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

Contractor remains liable to pay compensation if action not taken under clause 6.

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

Power to take possession of or require removal of or sell Contractors,pl ants.

Clause 5- On completion of work, the contractor shall be furnished with a certificate by the Superintending Engineer, (here-in-after called the Engineer-in-charge of such completion, but no such certificate be given nor shall the work be considered to be completed untill the contractor shall have removed from the area of the premises (to be distinctly marked by the Superintending Engineer, in the site plan) on which the work shall be executed, all scaffolding, surplus materials and rubbish and cleaned off the dirt from all wood works, doors, windows, walls, floors or other parts of any building in upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof not untill the work shall have been measured by the officer of the Public Works Department in accordance with the rules of the department whose measurements shall be binding & conclusive against the contractor. If the contractor shall fail to comply with the requirements, of this clause as to removal of scaffolding ,surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expense of the contractor remove sch scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forth with pay the amount of all expenses incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid, except for any sum actually realised by the sale thereof.

Extension of time.
Final Certificate

Sub-Clause-5 - If in the opinion of the Engineer-in-charge which shall be final and binding on the contractor occupation or utilisation of a portion of the work completed is no way interferes with progress of the rest of the work the same may be occupies or utilised by on behalf of the Government under the written order of the Engineer-in-charge to get the effects, if any rectified by the contractor at his (Contractor) own cost within six months from the date of completion of the whole work provided that the contractor will not be allowed any concession either in the shape of extension of stipulated period or any other monetary compensation on account of such occupation or use.

Clause-6 - A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month, and the Engineer-in-charge or his subordinate shall take the requisite measurement for the purpose of having the same verified and the claim, as far as admissible adjusted if possible before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge or his subordinate shall measure up the said work in the presence of the contractor whose counter signature of the measurement list will be sufficient warrant, and the Engineer-in-charge or his subordinate shall prepare a bill from such list which shall be binding on the contractor in all respect.

Provided that, if any balance of the 10% security is outstanding from each such payment shall be deducted so much not exceeding 5% as may be necessary to make of the balance of the security. All such intermediate payments to the contractor shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or in skillful work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract or any part thereof in any respect, or the accrual or any claim nor shall it conclude determine or effect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlements or adjustment of the accounts or otherwise or in any other way vary or effect the contract.

Clause-7 - The final bill shall be prepared by the officers of the Public Works Department in accordance with the rules of the department in the presence of the contractor within one month of the date fixed for completion of the work.

Clause-8 - If the specification or estimate of the work provides for the use of any special description of material to be supplied from the Engineer-in-charge's store or it is required that the contractor shall use certain stores to be provided up to the Engineer-in-charge under the condition of the contract (such materials and stores, and the prices to be charged there for as herein after mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning or effect of this contract are specified in the schedule or memorandum here to annexed)

the contractor shall be supplied with such materials and stores noted in the annexed schedule as are required from time to time to be used by him for purpose of the contract only and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule may be set of or deducted from any sums then due or thereafter to become due to the contractor under the contract or otherwise or against or from the security deposit of the proceeds of sale thereof if the same is held in Government securities the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall not on any account be removed from the site of the work and shall at all times be open to inspection by the Engineer-in-charge. Any such materials un-used and imperfectly good condition at the work and completion or determination of the contract shall be returned to the Engineer-in-charge's store, at the prevailing market rate or at the issue rate which ever is less if by a notice in writing under his hand he shall require by the contractor shall not be entitled to return any such materials unless with such materials so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials.

Store supplied
by
Government

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

Clause-8 -(b). Owing to difficulty in obtaining certain materials in the open market the Government have undertaken to supply materials specified by in the schedule here to annexed. There may be delay in obtaining materials by the department and the contractor is therefore, required to keep himself in touch with the day to day position regarding the supply of materials from the Engineer-in-charge & to so adjust the progress of the work that their labour may not remain idle not may there be any other claim due to or arising from delay in obtaining the materials. It should be clearly understood that no monetary claim whatsoever shall be reinterpreted by the Government no account of delay in supplying materials. However, extension of time for completion of work can be granted on timely application by the contractor vide also clause 5.

Clause 9- The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the designs drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to the purpose of inspection during office hour and the contractor shall if he so require be entitles at his own expense to make or cause to be made copies of the specifications and of all such designs drawings and instructions as aforesaid.

Work to be executed in accordance with specification drawing and orders etc.

Clause 10- The Engineer-in-charge shall have the power to make any alteration in on additions to the original specification drawing designs and instructions that may appear to him necessary and advisable during the progress of work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not invalidate the contract, and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which agreed to do the main work and at the time for the completion of the work shall be extended in the proportion that the additional work bears to original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion and if the additional work includes any class of work shall be carried out at the rate entered in the sanctioned schedule of rates of the locality during the period when the work being carried on and if such last mentioned class of work is not entered in the schedule of the district then the contractor shall within seven days intimate the rate which it is his intention to charge for such class of work and if the Engineer-in-charge does not agree to this rate he shall be notice in writing by at liberty to cancel his order to carry out such class of work and arrange to carry it our in such manner as he may considered advisable.

Do not invalidate the contract

Alteration in Specification and designs.

Extention of time in consequence of alterations.

Rate of work not is estimate or schedule of rate of the district.

No deviation from the specification stipulated in the contract or additional item of work shall ordinary be carry out by the contractor not shall any altered, additional or substituted work be carried out by him unless the rates of the substituted,altered or additional items have been approved and fixed in writing by the Engineer-in-charge .

The contractor shall be bound to submit his claim for any additional work done during any month on or before the 15th day of the following month accompanied by a copy of the order in writing of the the Engineer-in-charge for the additional work and that the contractor shall not be entitled to any payment in respect of such additional work if he fails to submit his claim within the aforesaid period.

Provided always that if the contractor shall commence work or incur any expenditure in regard thereof before the rates shall have been determined as lastly herein before mentioned, then in such case he shall only be entitled to be paid to the date of the determination of the Engineer-in-charge in the event of a despite the decision of the Superintending Engineer, of the circle will be final.

Clause-11 - If at any time after the commencement of the work the 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 the execution of the work in full but which he did not derived 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 of the work as originally contemplated.

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

Clause-12 - If it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the

Action and compensation payable in case of bad work.

contractor shall on demand in writing from the Engineer-in-charge specifying the work materials or articles complained of not with standing that the same may have been inadvertently passed certified and paid whole or in part, as the case may require, or as the case may be remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for everyday not exceeding ten days, while his failure to do so shall continue and in the case of any such failure the Engineer-in-charge may rectify or remove and re-execute the work of move and replace with others, the materials or articles complained as the case may be at the risk and expense in all respect of the contractor.

Clause-13- All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the Engineer-in-charge or his subordinate be present to receive orders and instruction or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

Work to be open to inspection

Contractor or responsible agents to be present.

Clause-14. The contractor shall give not less than five day's notice in writing to the Engineer-in-charge or his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work & if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at contractor's expense or in default thereof on payment or allowance shall be made for such work or the materials with which the same was executed.

Notice to be given before works is covered up.

Clause 15- If the contractor or his work people or servants shall break, deface, injure or destroy any part of a building, in which they may be worked or any building, road, fence, enclosure or grass land or motivated ground contiguous to the premises on which the work or any part of it is being executed or if 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 final certificate of its completion shall have been given by the Engineer-in-charge as aforesaid the contractor shall make the same good at his own expense, or in default, the Engineer-in-charge may cause the same to be made good by other workman, and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may be then or at any time thereafter may become due to the contractor or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof and the contractor shall be liable to pay any part of the expenses not so recovered by the Engineer-in-charge.

Contractor liable for damage done and for imperfection for 6 (six) months after certificates.

Clause 16- The contractor shall supply at his own cost all materials (except such special material if any as may in accordance with the contract, be supplied from the Engineer-in-charge stores) plants, tools,

Contractor to supply plant, ladders scaffolding etc.

appliances, implements, ladders, cordage, tackle scaffolding and temporary works requisite or proper for the proper execution of the work whether original altered or substituted, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not or which may be necessary for the purpose of satisfying or complying with the requirement of the Engineer-in-charge as to any matter as to which under this conditions he is entitled to be satisfied, which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply with our charge the requisite number of persons with the means and materials necessary for the purpose of settings out of works and counting weighting and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing this so doing the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expense may be deducted from any money due to contractor under the contract or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The contractor shall also provide all necessary facing and lights required to protect the public from accident, and shall be bound to bear the expenses of defence by every suit action or other proceedings a law that may be brought by any person for injury, sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceeding to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

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

Clause-17 - No female labour shall be employed within the limits of a cantonment.

The contractor shall not employ for the purpose of this contract any person who is below the age of twelve years, and shall pay to each labourer for the work done by such labourer wages not less than the wages paid for similar work in the neighbourhood.

The Superintending Engineer, shall save the right to enquire into and decide any complaint allenging that the wages paid by the contractor to any labourer for the work done by such labourer is less than the wages paid for similar work in the neighbourhood.

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

EXPLANATION - fair wage means, wages whether for the time or place work prescribed for the state **PWD** provided that whether higher rates have been prescribed under the minimum wages Act 1948, wages at such higher rates would substitute fair wage (WD No. 22059 dt. 16.08.77).

Clause-17-(A) - The contractor shall if so required by the Engineer-in-charge employ one or more Engineer Graduates to Diploma holders as apprentices at his own cost if the cost of the work as shown in the tender exceeds Rs. 2,50,000/-. The apprentices will be selected by the Chief Engineer. The period of employment will commence within the month after the date of work order and would last till the date when 90% of the work is completed. The stipend to be paid to the apprentices should not be less than Rs. 200/0 per month in case of Graduate Engineer and less than 180/- per month in case of Diploma holder. The number of apprentices to be employed should be fixed by the Chief Engineer in a manner so that the total expenditure does not exceed 1% of the tendered cost of the work.

Clause-17 (B)- Special class contractor shall employ under him one Graduate Engineer and two Diploma holders belonging to the State of Odisha like wise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma holders belonging to the State of Odisha. The employment of Graduate Engineer and Diploma holders under the contractor shall be full time and continues and they should not be superannuated retired, dismissed or remove personnel from any State Govt. or Central Govt. Service / Public sector undertakings / private companies and firms or be in eligible for appointment to Govt. service .The contractor shall pay them monthly emoluments which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Government of Odisha. The Chief Engineer, Roads, Odisha may however assist the contractor with names of such unemployed Graduate Engineers or Diploma holders if such help is sought for by the contractor .The name of such Engineering personnel appointed by the contractor should be intimated to the tender receiving authority along with each tender.

Each bill of the special class or 'A' class contractors shall be accompanied by an employment roll of the Engineering personnel together with a certificate of the Graduate Engineer of Diploma holders so employed by the contractor to the effect that the work executed as per bill has been supervised by him.

Work not to be sublet.

Clause 18- The contractor shall not be assigned or sublet without the written approval of the Superintending Engineer, And if the contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any insolvency proceedings or make any composition with his creditor or attempt to do so or if any bribe, gratuity gift, loan perquisite reward of advantage, pecuniary or otherwise, shall either directly or indirectly be given promised or offered by the contractor or any of his servants or agents to any public officer or person in employment of Government in any way resulting to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Superintending Engineer, may there upon by notice in writing rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequence shall ensue as if the contract had been rescinded under clause-3 hereof and in addition the contractor shall not be entitled to recover or be paid any work therefore actually performed under the contract.

Contract may be resinded and security deposit forfeited for subletting bribing or if contractor become insolvent.

Clause 19- All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use Government without reference to the actual loss or damage sustained & whether or not any damage shall have been sustained.

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

Clause 20- In the case of a tender by partners any charge in the constitution of the firm shall be for with notified by the contractor of the Engineer-in-charge for his information.

In case of failure to notify the change in the consitution within 15th days, the Engineer-in-charge may be notice in writing rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Govt. & the same consequences shall ensure as if the contract had been rescinded under clause 3 hereof, and in addition the contractor shall not be entitles to recover or to be paid any works therefore, actually performed under the contract.

Change in constitution of firm.

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

Clause- 22- Deleted.

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

Lumpsums in estimate

Clause- 24- In the case of any class of work for which there is no such specification as is mentioned in Rule-1, such work shall be carried out in all respect in accordance with the instructions and requirement of the Engineer-in-charge.

Action where no specification.

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

Defination of works.

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

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

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

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

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

Clause- 31 (a).- "If during the progress of the work the price of any material incorporated in the work (not being material supplied from the Engineer-in-charge store in accordance with clause thereof increases or decreases in the average wholesale Price Index (all commodities) and the contractor thereupon necessarily and properly pays in respect of that material(incorporated in the work such increased price then he shall be entitled to reimbursement or liable to refund quarterly as the case may be, such an amount as shall be equivalent to the the plus or minus difference of 85% in between the average wholesale price index (all commodities) which is operative for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to him.**(Price Variation / Escalation Clause: (Vide Works Deptt. Office Memorandum No.8189/W dt.07.06.2024)**

Formula calculate the increase or decrease in the materials:

$$Vm = 0.85 \times \frac{Pm}{100} \times R \left(\frac{i - io}{100} \right)$$

Vm=Increase or decrease in the cost of work during the quarter under consideration due to changes in rates of materials.

R=The value of work done in rupees during the quarter under consideration.

io=The average wholesale price index (all commodities) for the quarter in which the tender was opened (as published in R.B.I. Bulletin).

Refer PR & DW Lt. No. 22786 Dt. 27.12.21 & E.I.C., RWS&S Lr. No.213 Dt. 07.01.2022.

i=The average wholesale price index (all commodities) for the quarter under consideration.

Pm=Percentage of material component (specified in shedule of analysis of the item).

b. Similarly if during the progress of work the wage of labour increase or decreases in the average consumer's price index for industrial workers (wholesale price) and the contractor thereupon necessarily and properly pays in respect of labour enages on execution of work such incresed or decreases wages , then he shall be entitled to reimbrusements or liable refund, quarterly as the case may be such an amount as shall be equivalent to the plus or minus difference in between the Average consumer's price index for industrial workers (wholesale price which is operating for the quarter under consideration and that operated for the quarter in which the tender is opened as per the formula indicated below provided that the work has been carried out within the stipulated time of extension time thereof as are not attribute to him.

Formula calculate the increase or decrease in the cost of labour:

$$VI = 0.85 \times \frac{P_m}{100} \times R \left(\frac{i - i_o}{10} \right)$$

VI= Increase or decrease in the cost of work during the quarter under consideration due to changes in rates of labour.

R= The value of work done in rupees during the quarter under consideration.

io= The average consumer price index workers wholesale price) do the quarter in which the tender was opened (as published in R.B.I. Bulletin).

i= The average consumer's price index for industrial workes(wholesale price) for the under consideration.)

Pm=Percentage of material component (specified in shedule of analysis of the item).

c. Similarly if during the progress of work the price of Petrol,Oil and Lubricant (Diesel oil being the representative item price adjustment) increases or decreases as a reult of the price fixed thereof by the government of India and contractor thereupon necessarily and properly pays such incresed or decreased price towards petrol, oil and Lubricant used on execution of the work then he shall be emitted reimbrusement of liable of refund quarterly execution of the work then he shall be emitted to reimrusement of liable to refund quarterly as the case may be such an amount as shall be equivalent to the plus or minus diference that operated for the quarter in which tender was opened as per the formula indicated below.

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

$$KI = V_m - \frac{0.85}{100} \times \frac{K_2}{10} \times R \left(\frac{D_2 - D_1}{10} \right)$$

KI=Increase or decrease in the cost of work during the quarter under consideration due to changes in the price of P.O.L.

R=The value of work done in rupees during the quarter under consideration.

DI=Average price per litre of diesel oil which was fixed by the Government of India during the quarter in which the tender was opened.

D2=Average price per litre of diesel oil which is fixed by the Government of India during the quarter under consideration.

K2=Percentage of P.O.L. component as per Sub-Clause of this clause.

(d) The following shall be the percentage of material labour and P.O.L. component for reimbursement / refund on variation in price of material labour and (P.O.L. as per sub-clauses (a) (b) and (c) of the clause.

Category of work	Contractors supply			Department al
	% of material	% of labour	% of P.O.L.	Supply of materials
1	2	3	4	5
IRRIGATION WORKS :				
a). Structural Work	20%	30%	5%	45%
b). Earth Work				
c). Canal Work				
Embankment Works etc.	20%	60%	5%	15%
R & B Work :				
a). Bridge Work	20%	30%	5%	45%
b).Road Work	45%	40%	5%	10%
c). Building Work	30%	30%	5%	35%

* (Where brick is supplied by the Department . It should be 20% instead of 30%) .

For P.H work refer Lr. No. 213 Dt. 07.01.21

& page 113 clause 61.14 (d)

(e). Riembrusements / refund of variation in price materials,labour and P.O.L. as per sub-clauses (a) (b) and (c) or his clauses shall be applicable only in respect of contract of one year or more provided that work has been carried out with in the stipulated time or extension there of as are not attribute or contractor. However where the original contractual period is less than one year but subsequently has been validly extended and period and becomes one year or more beyond one year provided the delay is not attribute to the contractor.

(f). The contractor shall for the purpose of Sub clause (a) (b) and © of this clause keep such books of account and other documents as are necessary to show the amount or increase claimed or refuction available an shall allow inspection of the same by a duly authorised representative or Government and further shall at the request of the Engineer-in-charge furnish verified in such

manner as the Engineer-in-charge may require any document kept and such other information as the Engineer-in-charge may require.

The contractor shall within a reasonable time of his becoming aware of any alteration in the price of such material, wages of labours or price of P.O.L. give notice thereof to the Engineer-in-charge stating that the same is given pursuant to this condition together with an information relating thereto which he may be in a position to supply.

Clause- 32- After the work is finished all surplus materials and debris are to be removed by the contractor and preliminary work such as cats, mixing platforms, etc. are to be dismantled and all materials removed from site. The ground up to 30 ms (10000) wide from the building should be cleared and dressed.

FAIR WAGE CLAUSE

Clause- 33 (A)- The contractor shall not employ for the purpose of this contract any person who is below the age of twelve years and shall pay to each labourer for work done by such labourers fair wages.

EXPLANATION- "Fair Wage" means wages for time or piece work prescribed by the State Public Works Department provided that where higher rates have been prescribed under the minimum wages Act, 1948 wages at such higher rates should continue fair wages.

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

(C). In respect of all labour directly or indirectly employed in the works for the performance of the contractors part of this agreement the contractor shall comply with or cause to be complied with all regulations made by the Govt. in regard to payment of wages wage period deductions from wages, recovery wages cards publication of scale of wages and other terms of employment, inspection and sub-mission of return and all other matters of a like nature.

(D). The Superintending Engineer, or Sub-divisional Officer concerned shall have the right to deduct from the money due to the contractor, any sum required or estimated to be required for making good the loss suffered by a workers by reason of non fulfilment of the conditions of the contract for the benefit of the worker, non payment of wages of deductions made from his or their wages, which are not justified by their terms of the contract or non observance of the regulations. Money so deducted should be transferred to the workers concerned.

(E). Vis-à-vis, the Government of Odisha, the contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractor.

(F). The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be breach of this contract.

(G). Under the provisions of the minimum wages Act,1948 and the minimum wages (Central) rules 1950) the contractors is bound to allow or cause to be allowed to the labourers directly or indirectly employed in the work one day rest for six days continues work and pay wages at the same rates as for duly in the event of difficult the Superintending Engineer, or Sub-divisional Officer concerned shall have the right to deduct the sum not paid on account of wages for weekly holiday to any labourers and pay the same to the entitled there to from any money due to the contractor.

(H). The contractors shall at his own expense provide or arrange for the provision of foot wear for any labour doing cement mixing work and brick topping of roads (The contractor has undertaken to execute under the contract) to the satisfaction of the Engineer-in-charge and on his failure to do so Govt. shall be entitled to provide the same and recover the cost from the contractor.

(I). The contractor shall submit by the 4th & 19th of every month, to the Engineer-in-charge a true statement showing in respect of the Second half of the proceeding month and the first half of the current month respectively (1) the number of labours employed by him on the work (2) their working hours (3) the wages paid to them (4) the accident that occurred during the said fortnight who wing the circumstances under which they happened and the contend of damage and injury caused by them and (5) the number of female worker who have been allowed maternity benefit according to the clause (6) and the amount paid to them filling which the contractor shall be liable to pay to Government a sum not exceeding Rs. 50?- for each default to materially incorrect statement. The decision of the Superintending Engineer, shall be final in deducting from any bill due to contractor, amount levied as fine.

(J). In respect pf all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement the contractor shall comply with or cause to be complied with all the rule framed by Government employed by the Odisha Public Works Department and the contractors. This will apply to work places having 50 or more workers.

(K). Maternity benefit rules for female workers employed by contractor - Leave and pay during leave shall be regulated as follows.

1-LEAVE - (i) in case of Delivery - maternity leave not exceeding 8 weeks 4 weeks up to including the day of delivery or 4 weeks following that day.

(ii) In case of Miscarriage upto 3 weeks from the date of miscarriage.

2-PAY- (i). In case of delivery - Leave pay during maternity leave will be at the rate of the women's average daily earnings calculated on the total wage earned on the days when full time work was done during a period of 3 months immediately proceeding the date on which she gives notice that she expects to be confined or at the rate of 12 annas a day which ever is greater.

(ii) In case of Miscarriage - Leave pay at the rate of average daily earnings calculate on the total wages earned on the days when full time work was done during a period of 3 months immediately proceeding the date of such miscarriage..

CONDITIONS OF THE GRANT OF MATERNITY LEAVE. No maternity leave benefit shall be admissible to a women unless she has been employed for a period of not less than 6 month immediately proceeding the date of which she proceeds on leave.

MODEL RULES FOR HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED BY ODISHA P.W.D. OR IT'S CONTRACTOR

1 APPLICATION : These rules shall apply to all construction work in-charge of Odisha Public Works Department which are expected to continue for a year or more .

2 DEFINITION : (i) "Work Place" means a place at which an average of fifty or more workers are employed in connection with construction work.

- (ii) Large work place means a place at which average of 500 or more workers are employed in connection with construction work.
- 3 FIRST AID : (a). At every work place there shall be maintained in a readily accessible place, first-aid appliances including as adequate supply of stabilizer and sterilizer cotton wool. The appliances including as adequate supply of stabilizer and stabilized cotton wool. The appliances shall be kept in good order and in large dressings work places they shall be readily available during working hours.
- (b) At large work places where hospital facilities are not available within easy distance of the works first aid post shall be edtablissement and run by a trained compounder.
- (c) Where large work places are remote from regular hospitals an indoor ward shall be provided with one bed for every 250 employees.
- (d) Where large work places are situated in cities, towns or in their suburbs and no beds are considered necessary owing to the proximity of city town hospital and ambulance shall be provided to facilitate removal or urgent cases to these hospitals. At the work place some convyance, facilities such as a car shall be kept readily available to take injured person or persons suddenly taken seriously ill to the nearest hospitals.
- 4 DRINKING WATER: (a). In every work places, there shall be provided and maintained at suitable places easily accessible to labour, a suficient supply of water fit for drinking.
- (b) Where drinking water is obtained from intermittent public water supply each place shall be provided with storage where such a drinking water shall be stored.
- (c) Every water supply storage shall be a distance of not less that 50 feet from any latrine, drain or other source of pollution where has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be enterely closed in and be provided with a trap door which shall be water proof.
- (d) A reliable pump shall be fitted to each covered well the trap doors shall be kept locked add opened only for cleaning or in inspection which shall be done at east once a month.
- (e) The temperature of drinking water supplied to workers shall not exceed 90 F.
- 5 WASHING AND BATHING PLACE : (i). Adequate washing and bathing place shall be provided separately for men and women (ii) Such places shall kept in clean and drained condition.
- 6 SCALE OF ACCOMMODATION IN LATRINES AND URINALS: There shall be provided within the premises of every work place latrines and urinals in an accessible place and the accommodations separately for each of them shall not be less that the following:
- (a) Where the number of persons employed does not exceed 50. No.of seats 3

(b) Where the number of persons employed does not exceed 50 but does not exceed 100.
No. of seats 3.

(c) For every additional 100
No. of seats 3 per 100
(in particular cases, the Superintending Engineer, shall have the power to vary the scale where necessary)

7 Latrines and urinal for women. If women are employed separate latrines and urinals separate for that for women and and amrke in the vernacular in socspious letter " for women only" shall be provided on the laid in rule. Those for men shall be similarly marke "for men only" A poster showing the figure of aman and women shall also be exhibited at the entrance of the latrine for each sex. There shall be adequate suuply of water also to the urinals and latrines.

8 Latrines and urinals : Except in work places provided with water flushed latrines connected with a water borms sewerage systems, all latirines shall be provided with receptacles or dry earthen system which shall be cleared atleast for time s daily and atleast twice during working hours and kept in a strictly sanitary condition, the receptacls shall be tarred inside and outside atlease once a year.

9 Construction of Latrines: The inside wall shall be constructed of masonry or stone material and shall be cement washed inside once a year. The dates of cement washing shall be noted in register maintained for this purpose and available for inspection.

10 Disposal of Excrete :- Unless otherwise arranged for by the local sanitary authorities arrangements for the proper disposal of excrete by incineration all the work place shall be made by means of a suitable incineration all the work place shall be made by means of a suitable incinerator approved by Asst. Director of Public Health or Municipal Medical Officer or Health as the case may be in whose jurisdiction of the work place is situated and pucca tank prepared for the purpose and covering it with a laver of waste of refuse and then covering it up with a layer of 6" layer of waste or refuse then covering it us with a layer of each for a fortnight (when it will turn into manure).

11 Provision of shelter during rest. At every work place there shall be provided free cost of two suitable sheds for meals and the other for rest for use of labours. The height of shelter shall not be less than 11 feet from the floor level to the lowest part of the roof.

Greche:- (a). At every work place whice more than 50 women workers are employed there shall be provided only one hut for the use of children under the age of 6 years belonging to such women and shall be used for infant's games and play and their bed room. The huts shall not be constructed on a lower standard than the following.

(i) Thatched roofs (ii). Mud floors and walls ,
(iii).Plants spread over the mud floor and covered and covered with matting.

The hut shall be provided with suitable and sufficient opening for light and ventilation. There shall be adequate provision for sweepers to keep the place clean. There shall be two Dhais in attendance. The use of the hut shall be restricted to children, their attendants and mothers of the children.

- (b) Where the number of women workers is more than 50, the contractors shall provide hut and on Dhai to look after the children or women workers.
- (c) The size of creche shall vary according to the number of women workers.
- (d) The creche shall be properly maintained and necessary equipment like to sets shall be provided.

3 **CANTEEN** - A cooked food canteen on a moderate scale shall be provided for benefit of workers whenever it is considered expedient.

**ODISHA P.W.D. / ELECTRICITY DEPARTMENT
CONTRACTOR'S LABOUR REGULATION.**

1 **SHORT TITLE -**

The regulation, may be called "The Odisha Public Works Department / Electricity Department Contractor's Regulations"

2 **DEFINITIONS -**

In these regulations, unless otherwise expressed or indicated the following words and expression shall have the meaning hereby assigned to them respectively that is to say.

- (a) "LABOUR" means workers employed by a contractor of the Odisha Public Works Department / Electricity Department directly or indirectly through a sub contractor or person, by as agent on his behalf.
- (b) "FAIR Wages" means wages whether for the time or piece work prescribed by the State Public Works Department provided that where higher rates have been prescribed under the minimum wages Act of 1948 wages at such higher rates would constitute fair wages (WDN 22059 dated 16.08.1977).
- (c) "CONTRACTOR" shall include every person whether a subcontractor or headman or agent employing labour on the work taken on contract.
- (d) "WAGES" shall have the same meaning as defined in the Payment of wages act and includes time and piece rate wages, if any.

3 **DISPLAY OF NOTICE REGARDING WAGES, ETC.**

The contractor shall :-

- (a) Before he commences his work on contract display and correctly maintain and continue to display and correctly maintain, in a clean and legible Indian language conspicuous place on the work, notice in English and in the local Indian language spoken by the majority of the workers Department / Electricity Department for the district in which the work is done.
- (b) Send a copy of such notices to the Engineer-in-charge of the work.

4 **PAYMENT OF WAGES :-**

- 1). Wages due to every worker shall be paid to him direct.
- 2). All wages shall have to be paid in current coin or current of currency or in both.

5 DIXATION OF WAGES PERIOD :-

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

6 WAGE BOOKS AND WAGE CARDS ETC.

- 1). The contractor shall maintain a wage book of each worker in such form as may be convenient, but, the same shall include the following particulars :
 - (a). Rate of daily or monthly wages.
 - (b) Nature of work on which employed.
 - (c) Total No. of days worked during each wage period.
 - (d) Total amount payable for the work during each wage period.
 - (e) Total amount payable for the work with an indication in each case of the ground for which the deduction is made.
 - (f). Wage actually paid for wage period.
- 2) The contractor shall also maintain a wage card for each worker employed on the work.
The Superintending Engineer, may grant an exemption from the maintenance of wage bod, wage cards to a contractor who, in his opinion may not directly or indirectly employ more than 100 person on the work.
- 3)

7 FINES AND DEDUCTION WHICH MAY BE MADE FROM WAGES :-

- 1). The wages of a worker shall be paid to him without any deduction of any kind except the following
 - (a). Fines.
Deduction for absence duty i.e. from the places whereby the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which the Odisha Govt. may from time to time allow.
 - b). Deductions for damage fr loss of goods expressly entrusted to the employed person for custody or for loss of money for which he is required to account where such damage or loss is directly attributable to his neglect or default.
 - c). Any other deductions which the Odisha Govt. may from time to time allow.
 - d).. No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of whowing cause against such fines or deduction.
- 2).

(3) The total amount of fines which may be imposed in any one wage period on a work shall not exceed an amount equal to half an anna in a rupee of the wages payable to him in respect of that wage period.

4). No fine imposed on any worker shall be recovered from him by instalments or after the expiry of 60 days from the date on which it was imposed.

8 REGISTER OF FINES ETC. :-

1). The contractor shall maintain a register of fines and all deductions for damage or loss. Such Register shall maintain the reason for fine was imposed or deduction for damage or loss was made.

2). The contractor shall maintain a list in English and in the local Indian Language, Clearly defining acts and omissions for which penalty or fine can be imposed.

It shall display such list and maintain it clean & legible condition in conspicuous places on the work.

9 PRESENTATION OF REGISTER :-

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

10 POWER OF LABOUR, WELFARE OFFICER TO MAKE INVESTIGATION OR ENQUIRY :

The Labour Welfare Officer or any other persons authorised by the Govt. of Odisha on their behalf shall have power to make enquiries with a view to as certain and enforcing due and proper observance of the fair wage clauses and the provisions of these regulations. He shall investigate into any complaint regarding default made by the contractor, Sub-contractor, in regard to such provisions.

11 REPORT OF LABOUR WELFARE OFFICER :-

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

12 APPEAL AGAINST THE DECISION OF LABOUR WELFARE OFFICER :-

Any persons aggrieved by the decision and recommendation of the Labour Welfare Officer or other person so authorised may appeal against such, decision to the Labour Commissioner within 30 days from the date of decision forwarding simultaneously a copy of his Officer shall be final and binding upon the contractor.

13 INSPECTION OF REGISTER :-

The contractor shall allow inspection of the wage book and wage card to any of this workers or to his agent at a conveniently time and place after due notice is received or to the Labour about Commissioner or any other person authorised by the Govt. of Odisha on his behalf.

14 SUBMISSION OF RETURN :-

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

15 AMENDMENT :-

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

SPECIAL CONDITION

In pursuance of the Govt. of Odisha Finance Dept. No. 48443 dt. 12.12.95 this will be primary responsibility of the contractor to procure and utilise the stock materials in accordance to the standard specification for benefited use in Govt. works.

The field officers are also required to exercise strict quality control of the materials used by the contractor.

The cases where stock materials are available at Govt. store the same will be supplied to the Executants at the departmental issue rate to the extent the materials are available otherwise the procedure as laid down above should be followed.

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 for 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.

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 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 contractor's, 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 PWS 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 cause 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 to be exclusive of GST and inclusive 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.
- 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 Advance Payments

- 47.1 The Engineer shall make advance payment to the contractor for mobilisation and cash flow support of the amount stated in the contract data by the date stated in the contract data, only against provision by the contractor of an unconditional Bank guarantee in a form by a Nationalised Bank acceptable to the Engineer in amounts and currencies equal to the advance payment.
- 47.2 An interest @10% per annum shall be charged on the advance payment.
- 47.3 The Advance payment shall not be released until the design is finalised and establishment of camp at work site is completed.
- 47.4 The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the contractor. The contractor shall ensure that the Bank guarantee remain enforceable until the advance payment has been fully repaid and accordingly renew it, from time to time, until the advance payment has been fully repaid.
- 47.5 If the terms of guarantee specify its expiry date, and the advance payment has not been repaid by the date then 28days prior to the expiry date, the contractor shall extend the validity of guarantee until the advance payment has been fully repaid.
- 47.6 The advance payment shall be repaid through percentage deductions from the interim payments as follows:-
 - a) Deduction shall commence from the 1st interim payment.
 - b) Deduction shall be made in proportions of the advance payment until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the time when 80% of the accepted contract amount has been repaid.
- 47.7 If the advance payment has not been repaid prior to the issue of the taking over certificate for the work or prior to termination under section-3 clause 54 of (termination by Employer), as the case may be, the balance advance is payable by the contractor to the employer.

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.

G. Other Condition

- 60.1 The contractor is to approve all structural design by State Technical Agency at his own cost (IGIT Sarang, CET Bhubaneswar, VSSUT Burla, NIT Rourkela, and IIT, Bhubaneswar).
- 60.2 All materials required for completion and commissioning of the awarded work are to be procured by the contractor.
- 60.3 For all materials the contractor shall have to furnish manufacturer's test certificates.
- 60.4 For all materials which come under EPM rate contract the contractor shall have to furnish CIPET inspection report.
- 60.5 Inspection by the Engineers/Employer of the Department shall not relieve the contractor of his liability for rectifying the defect which may subsequently appear or be detected during testing and commissioning or subsequent operation. After rectification of the defects or replacement, the materials shall be re-tested to the satisfaction of the Engineers/Employer.
- 60.5 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.
- 60.6 The Department reserves the right to test any materials at any reputed 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.
- 60.7 The contractor shall be responsible for safe custody of the materials at site and the Department will not be responsible for any damage or loss of the property at site.
- 60.8 All the pipe line (Rising main & distribution) will be laid underground as per the specification. Where it is not possible then decision is to be taken with VWSC/PRI, and Engineer in charge for lying of pipe line above the ground with adequate protection to the pipe line.
- 60.9 Payment to the Contractor will be released as per the break up schedule mentioned in Addendum to special condition of contract & Clause E-1 of Section-8.
- 60.10 All the security deposit and maintenance cost will be released to the Contractor by the Superintending Engineer, RWS&S only after recommendation of Junior Engineer, RWSS-I and Assistant Engineer, RWS&S.
- 60.11 The contractor can execute the construction of individual house hold toilet in the project area with the help of division for which payment will be made to him by division as per the NBA guideline.
- 60.12 Before execution of work the source of the PWS scheme will be handed over to the contractor by the Employer for his safe custody.
- 60.13 The payment will be made as per the measurement on actual consumption of materials and the work executed against the items provided in the sanctioned estimate.
- 60.14 The variation of payment due to above will be guided by the rates in the sanctioned estimate.

- 60.15 The contractors shall operate and maintain the PWS project for 05 calendar years from the completion date of the project. The defect liability period is one year from the completion of project, which is concurrent with the five years of operation and maintenance period.
- 60.16 MOU shall be developed and agreed by Superintending Engineer, BDO of PR Department and the contractor for maintenance of the PWS project for five years.
- 60.17 The contractor shall quote rates for the maintenance separately in the bidding documents.
- 60.18 The contractor shall deposit the amount quoted for maintenance/ O&M period in shape of five nos. of NSC as per payment schedule mentioned in clause B of Addendum to special condition of contract duly pledged in favour of the EE before the payment of final bill of the work or the same/ deficit amount shall be deducted from his final bill which shall be released in addition to the payment within 60 days after successful completion of maintenance/ O&M period at the end of every year till fifth year. In case the contractor desires, all types of securities available against the aforesaid work with the division can be converted to security against maintenance/ O&M of the said work, which shall be accepted and the deficit amount, if any, shall be deducted from his final bill. The security towards O&M shall be released within 60 days after completion of five years O&M period.

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, Bhubaneswar/ Superintending Engineer, RWS&S Division, Angul** 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:

Water, power, accommodation and storage of materials for construction, erection and fabrication at site shall be arranged by the contractor at his own cost. The power supply & consumption during the construction stage shall be the responsibility of the contractor & no extra payment shall be made on account of this. Department will be responsible for supply of water for testing, trial running & commissioning of the pipe line. The power supply and consumption during testing and commissioning and trial running shall be the Department's responsibility.

H. Important General Conditions of Contract.

61.

61.1 **Decision of Tender Inviting Authority, 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 **Superintending Engineer, RWSS. Division, Angul**, herein after called the Superintending 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 Superintending Engineer, is to decide which shall be followed.

61.2 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 Superintending Engineer, and during the progress of the works to amend on the requisition of the Superintending 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.

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

Complete copies of the drawing and specifications signed by the Superintending 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 Superintending Engineer,

61.4. 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 Superintending 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 Superintending 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 Superintending Engineer, and no such authority shall be given if the work is capable of being measured and being paid for at an agreed rate.

61.5. Rate for Extra Work.

Any authority given by the Superintending 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 Superintending 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 **(competent authority)**, will fix the rates to be paid and his decision shall be final.

61.6. 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 Superintending 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.

61.7. 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 Superintending 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 Superintending 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 Superintending Engineer, is also to have full power to require other proper materials to be substituted and in case of default, the Superintending 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.

61.7.1 *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.*

61.8. Execution with Defective Workmanship & Improper Materials.

If in the opinion of the Superintending Engineer, any of the works have been executed with improper materials or defective workmanship, the contractor is then required by the Superintending 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 Superintending 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.

61.9. **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 Superintending Engineer, to be amended and made good by the contractor at his own cost unless the Superintending 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.

61.10. **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.

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

The Superintending 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.

61.12. **Compensation for Delay:**

- (a) As per OPWD code Vol-1 Clause 2.3.1 compensation for delay.
- (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 Superintending Engineer, on behalf of the Governor of Odisha, shall have power to adopt any of the following courses, as he may deem best suited to the interest of the Government.
 - i) **To rescind the contract** (of which recession notice in writing to the contractor under the hand of the Superintending 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 Superintending 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 Superintending Engineer, as to the value of the work done shall be final and conclusive against the contractor.

- iii) To measure up the work of the contractor and to take such part of the work of the contract, as shall be unexecuted out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Superintending Engineer, shall be final and conclusive) shall be borne and paid by the original contractor 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 Superintending Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any 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 Superintending Engineer, shall have certified in writing the performance of such work and the value payable in-respect thereof and he shall only be entitled to be paid the value so Certified.

61.13. 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 Superintending 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 Superintending 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 Superintending Engineer, by the contractor or may be set off by the Superintending 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.

61.14. Price Variation / Escalation Clause: (Vide Works Deptt. Office Memorandum No.8189/W dt.07.06.2024)

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

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

"If during the progress of the work the price of any materials (excluding the cost of steel, cement, bitumen & POL) incorporated in the work (not being materials supplied from the Engineer-in-charge's store) in accordance with clause there of increases or decreases as a result of increase or decrease in the Average Wholesale Price Index (all commodities), and the Contractor thereupon necessarily and properly pays in respect of

that materials incorporated in the work such increased or decreased price, then he shall be entitled to reimbursement or liable to refund, quarterly as the case may be, such an amount, as shall be equivalent to the plus or minus difference of 85% in between the Average Wholesale Price Index (all commodities) which is operating for the quarter under consideration and that operated for the quarter in which the bid was received (last date of receipt) as per the formula indicated below provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to him. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get price escalation on the above materials on the value of works executed during the extended period.

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

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

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

V_m = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates of materials other than cement, steel, bitumen, pipes and POL.

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

M_0 = The all India wholesale Price Index (all commodities) prevailed during the quarter of last date of receipt of bids (as published by the Economic Adviser to Govt. of India, Ministry of Industry and Commerce, New Delhi).

M_i = The all India wholesale price index (all commodities) for the quarter under consideration as published by Economic Adviser, Govt. of India, Ministry of Industry and Commerce, New Delhi. In respect of the justified period extended for completion of the work, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered.

P_m = Percentage of material Component (other than cement, steel, bitumen, pipes and POL) of the work, as indicated in clause – (d) below.

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

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

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

- 1) Contractors have to submit the vouchers showing procurement of different materials from authorized dealers for the said work.

- 2) Differential cost will be allowed only for the works which are progressed as per the approved work programme / revised work programme duly approved by the Engineer-in-charge.

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

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

a) Adjustment towards differential cost of cement

$V_c = (C_i - C_0) / C_0 \times \text{Actual quantity of cement utilised in the work during the quarter under consideration} \times \text{base price of cement as prevailing on the last stipulated date of receipt of tender including extension, if any.}$

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

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

C_0 = All India wholesale price index (as published by Economic Adviser, Government of India, Ministry of Industry and Commerce, New Delhi) for cement as prevailing on the last stipulated date of receipt of tender.

b) Adjustment towards differential cost of Steel

$V_s = (S_i - S_0) \times \text{Actual quantity of steel utilised in the work during the quarter under consideration}$

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

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

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

c) Adjustment towards differential cost of Bitumen.

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

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

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

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

d) Adjustment towards differential cost of Pipes.

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

V_p = Different cost of Pipe i.e. amount of increase or decrease in rupees to be paid

or recovered during the quarter under consideration.

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

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

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

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

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

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

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

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

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

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

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

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

L_i = The minimum wages for labour as notified by State Government & as prevailed on the last date of the quarter previous to the one under consideration. In respect of the justified period extended, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to stipulated date of completion or the minimum wage prevailing on the last date of the quarter previous to the one under consideration, whichever is less, shall be considered.

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

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

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

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

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

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

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

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

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

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

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

Percentage Table

Sl. No.	Category of works		% Component (cost wise)		
			Labour (P _i)	P.O.L (P _f)	Steel + Cement+ Bitumen+ other materials *
1.	R&B works (% of component)	Road works	5	5	90
		Bridge works	25	5	70
		Building works	25	-	75
2.	Irrigation works (% of component)	Structural work	20	5	75
		Earth, Canal & Embankment work	25	10	65
3.	P.H. Work	Structural work	5	5	70 %, Plant, machinery, stone : 20%

	Pipeline work	5	5	Pipe – 70% * other material -20%
	Sewer line	10	-	Pipe – 70% * other material -20%

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

(e) APPLICATION OF ESCALATION CLAUSE:

- (i) The contractor shall for the purpose of availing reimbursement / refund of differential cost of steel, bitumen, cement, pipe, POL and wages, keep such books of account and other documents as are necessary to show that the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorised representative of Government and further, shall at the request of the Engineer-in-Charge, furnish documents to be verified in such a manner as the Engineer-in-Charge may require any document and information kept. The contractor shall within a reasonable time of 15 days of his becoming aware of any alteration in the price of such material, wages of labour and / or price of P.O.L give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition alongwith information relating there to which he may be in a position to supply.
- (ii) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The first such payment shall be made at the end of three months after the month (excluding the month in which tender was accepted) and thereafter at three months interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.

61.15. Defects Liability Period:

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

61.16. 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.

61.17. 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.

61.18. 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.
- 61.19. 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 Superintending 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).
- 61.20. 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).
- 61.21. 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).
- 61.22. **Rates:** The Tenderer shall quote their offer on **Percentage Rate Rate against the estimated cost in the Price Bid appended to the tender document** for complete work in all respects. **The estimated cost is excluding GST. The rates of item basing on which estimated cost has been derived are excluding GST on different components to arrive at such rates.** The offer shall be inclusive of cost of all materials, labour, T&P 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.
GST as applicable on works contract shall be paid over the bill amount at the time of Payment of Bill.
- 61.23. **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.
- 61.24. **Rescission of Contract:**
Subject to other provisions contained in this clause the Superintending 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 Superintending 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 Superintending 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 Superintending 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 Superintending 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 Superintending Engineer, shall be conclusive evidence), **20% of the value of the left over work** will be realized from the contractor as Penalty

- 61.24.1. 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.

61.25(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 **Superintending Engineer, RWS&S Division, ANGUL** (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.

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

- 61.25(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.

61.26. 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.

61.27 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 Superintending Engineer, to report the actual date of completion of the project as soon as possible through fax or e-Mail so that the report is received within 7 days of such completion by the concerned SE, 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 20 to	=	5% of contract value
30% of contract period	Before 10 to 20% of	=	4% of contract value
contract period	Before 5 to 10% of contract	=	3% of contract value
period	Before 5% of contract period	=	2% of contract value
		=	1 % of contract value

61.28 Payment on Intermediate Certificate to be regarded as Advance and Bill to be submitted Monthly:

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

Addendum to special condition of contract

1 Changes in Constitution of Firm:

In the case of tender by a partnership firm, any change in the constitution of the firm shall be forth with notified by the contractor to the Superintending Engineer,/Superintending Engineer,/ Chief Engineer for his information. In case of failure to notify the change in the constitution within 15 days, the Superintending Engineer,/Superintending Engineer,/ Chief Engineer may by notice in writing, rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the Governor of Odisha and the same consequence shall ensue as if the contract had been rescinded thereof and in addition the contractor shall not be entitled to recover or be paid for any work there for actually performed under the contract.

2. Engineer's Access to Work:

The Superintending Engineer, is to have at all times access to the works, which are to be entirely under his control. He may require the contractor to dismiss any person in the contractor's employee upon the works who may be incompetent or misconduct him-self and the contractor is forthwith to comply with such requirements. Other supervising officers shall have all time access to the works.

3. Workmen Compensation Act VIII of 1923:

The Governor of Odisha shall be entitled to recover in full from contractor any amount that the Governor of Odisha may be liable to pay under Workman's Compensation Act VIII of 1923 to any workman employed in course of execution of any part of the work covered by this contract.

4. Jurisdiction in the Event of Dispute:

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

5. Lighting & Sanitary Arrangement:

Lighting & Sanitary arrangement and supply of drinking water will be made by the Contractor at his own cost for his labour camp.

6. Payment of TAXES:

The Contractor shall bear **Taxes** such as, Income Tax, Royalties, Fair Weather Charges and Tollages where necessary & **Government of Odisha** shall not entertain any claim whatsoever in this respect. Statutory deduction of **Taxes** as applicable shall be done from each running bill.

7. The Building & Other Construction Workers Welfare Cess Act 1996.

In accordance with the provisions under the said Act 1% (One) of the approved agreement value will be deducted from the R/A Bill at the time of making payment to the contractor and such amount shall be remitted in favour of The Odisha Building & Other Construction Workers Welfare Board.

Site Clearance:

After the work is finished or completed, surplus materials and debris are to be removed by Contractor at his own cost and preliminary works such as vats, mixing platforms, level pillars, temporary sheds and go-downs etc. are to be dismantled and all such materials removed from site. The site involved in the construction activities should be cleared and dressed properly with outward slope away from the structure. After the work is completed in all respects as per the contract, the contractor shall vacate the site within three months from the date of completion & commissioning, by making good the damages if any.

8. Works to be Carried Out:

The work to be carried out under the contract shall include all materials, labour, tools and plants, equipment and transport which may be required in preparation of and for in the full and entire execution and completion of the works. The description given in the schedule of quantities/scope of work shall, unless otherwise stated, be held to include wastage on materials, carriage & cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

9. Sufficiency of Tender:

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

10. Transportation:

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

11. Custody of the Materials:

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

12. Construction Schedule:

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

The construction schedule as submitted by the contractor shall be revised by the Superintending Engineer, and approved with necessary modification if any after

acceptance of the tender. However the Engineer-in-Charge shall reserve the right to modify the sequence of execution of different items/components/sub-items of the project as and when found necessary & in such cases it will be obligatory on the part of the successful bidder to abide by such changes in construction schedule/bar chart as per direction of EIC. No claim and/or condition should either be put forth in any manner by the successful bidder or shall be acceptable to the EIC.

13 (a) **Progress reports – submission by the contractor**

- (1) The contractor shall submit monthly progress report of the work in a computerised form. The progress report shall contain the following, apart from whatever else may be required as specified:
 - (i) Project information, giving the broad features of the contract.
 - (ii) Introduction, giving a brief scope of the work under the contract, and the broad structural or other details.
 - (iii) Construction schedule of the various components of the work through a bar chart for the next three quarters (or as may be specified), showing the milestones, targeted tasks and upto date progress.
 - (iv) Progress chart of the various components of the work that are planned and achieved, for the month as well as cumulative upto the month, with reasons for deviations, if any, in a tabular format.
 - (v) Plant and machinery statement, indicating those deployed in the work, and their working status.
 - (vi) Man-power statement, indicating individually the names of all the staff deployed in the work, along with their designations.
 - (vii) Financial statement, indicating the broad details of all the running account payments received upto date, such as gross value of work done, advances taken, recoveries affected, amounts withheld, net payments, details of cheque payments received, etc.
 - (viii) A statement showing the extra and substituted items submitted by the contractor, and the payments received against them, items pending for sanction / decision by the Department, broad details of the bank guarantees, indicating clearly their validity periods, broad details of the insurance policies taken by the contractor, if any, the advances received and adjusted.
 - (ix) Progress photographs, in colour, of the various items/ components of the work done upto date, to indicate visually the actual progress of the work.
 - (x) Quality assurance and quality control tests conducted during the month, with the results thereof.
 - (xi) **Besides above contractor shall have to submit the information required as per the decision taken in the Kick-off meeting headed by the concerned Engineer-in-Charge.**
- (2) The progress report submitted by the contractor shall be checked and certified by the Junior Engineer and the Assistant Engineer, and has to be reviewed by the Superintending Engineer, and the Superintending Engineer, over their dated signatures.
- (3) Work of unique importance and character irrespective of the value of the work, should have videography undertaken at various stages of construction right from the day of start of work to date of completion / occupation, covering all major events, inspections, visits by dignitaries, etc.

13. **Security Deposit:**

The tenderer whose tender is selected for acceptance shall have to deposit **2% (two percent)** of the accepted tender amount as **Initial Security Deposit (ISD)** within **7 (Seven) days** of receipt of Letter of Acceptance (LoA) and sign the agreement in the prescribed form within **10 (ten) days** of receipt of Letter of Acceptance after depositing the ISD. The ISD shall be deposited in shape of

NSC / POTD / Post Office Savings Bank Account / KVP/ Deposit Receipt in Schedule Bank duly pledged in favour of the **Superintending Engineer, RWS&S Division, Angul**. No tender shall be accepted unless required amount of security money is deposited.

In addition to the **ISD, 5%** of the bill amount shall be deducted from each bill towards the security deposit. The earnest money deposit, the initial security deposit before and after acceptance of tender together with the subsequent deduction from the contractor's bill shall form part of the security deposit equivalent to 7% of the contract value for the due fulfilment of the contract.

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

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

14. **Monitoring of the Project:**

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

The contractor shall submit monthly progress reports in a format as may be prescribed by the Engineer-in-charge. The monthly progress report shall be evaluated by the Superintending Engineer, vis-à-vis the approved bar chart & PERT Chart and any deficiency observed thereto shall be communicated to the contractor. The contractor shall have to make up the deficiencies within the specific time period communicated to him by the Superintending Engineer, failing which the contractor shall be liable for action as per **Clause -61.24**.

In addition, **the contractor shall submit monthly day-wise work program one month in advance to Superintending Engineer, for approval under intimation to the Additional Chief Engineer, RWS&S Circle, Bhubaneswar & Engineer-in -Chief, RWS&S Odisha, Bhubaneswar** to ensure speedy implementation of the work and effective monitoring at all levels. Failing to do so shall also invite action under **Clause-61.24**.

16. **Site Order Book:**

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

17. **Land:**

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

18. **Unilateral Stoppage of Work:**

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

19. **Resident Engineer:**

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

20. **Force Majeure:**

Neither the contractor nor the Superintending Engineer, shall be considered in default in delayed performance of its obligation if such performance is prevented or delayed because of work to hostilities, revolution, civil commotion, epidemic, accident, fire,

cyclone, flood, earthquake or because of any law and order proclamation, regulations or ordinance of the Government thereof or because of any act of God or for any cause beyond reasonable control of the party affected. Should one or both the parties be prevented from fulfilling their contractual obligations a state of force majeure lasting continuously for a period of 6 months, the two parties shall consult each other regarding the future execution of the contract for mutual settlement.

21. Damages to Persons and Property:

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

22. Attention to Urgent Works:

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

23. Safety Devices:

23.1. Scaffolding: Suitable scaffolding shall be provided for workmen for all works that can not be safely done from the ground or solid construction except such short period of work as can be done safely from the ladders. When a ladder is used an extra labour shall be engaged for holding the ladder and if the ladder is used in carrying the materials, suitable foot holds and handholds shall be provided on the ladder.

The Engineer-in-charge will have the right to inspect the scaffolding and centring etc. for the work and can reject partly or fully such structure if found defective in his opinion.

23.2. Working Platforms: Working platforms, gangways and stairways shall be constructed such that they do not sag unduly or unequally. If the height of the platforms or gangway or stairway is more than 3.25 meters above the ground or floor level, it shall be closely guarded, have adequate width and suitably fenced.

23.3. Safe means of access: Safe means of access shall be provided to all working platform and other working places.

23.4. Precaution against Electrical Equipment: Adequate precaution shall be taken to prevent danger from electrical equipment. Hand lamps shall be provided with Mesh guard, wherever required.

23.5. Preventing Public from Accident: No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or public. The contractor shall provide all necessary fencing and light to protect public from accident and shall be bound to bear expenses of defence or any suit action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precaution and to pay any damages and cost which

may be awarded in any such suit action or proceedings to any such person or which may with the consent of the contractor, be paid to compromise any claim by any such person. The contractor not to come cause blockage of traffic /disruption of the traffic.

23.6 Demolition: Before any demolition work is commenced and also during process of work:

- a) all roads and open areas adjacent to the work site shall either be closed or suitably protected,
- b) no electric cable or apparatus which is liable to be a source of danger shall remain electrically charged,
- c) all practical steps shall be taken to prevent danger to persons employed from the risk of fire, explosion or flooding,
- d) no floor roof or other parts of the building shall be so over loaded with debris or materials as may render it unsafe.

23.7 Personal safety equipment: All personal safety equipment shall be made adequately available by the contractor for use of persons employed at the site of work and maintained in a condition suitable for immediate use. The contractor shall take adequate steps to ensure proper use of the

equipment by persons concerned.

- 23.8 Precaution against fire:** Suitable fire extinguishers, water and sand buckets shall be provided at the work site to tackle situations of fire.

24. Rescission of Contract:

Subject to other provisions contained in this clause the Superintending 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 Superintending 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 Superintending 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 Superintending 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 Superintending 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 Superintending Engineer, shall be conclusive evidence), **20% of the value of the left over work** will be realized from the contractor as Penalty

- 24.1 In case of rescission of contract as per **Clause-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.

25 (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 **Engineer-in-Chief, RWS&S Odisha, Bhubaneswar** (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
- ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of the Department and/ or the Engineer-in-Charge and further shall furnish such other information/ document as the Engineer-in-Charge may require from time to time.
- iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (Forty Sixth Amendment) Act, 1982, give a written notice

thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

- 25.(b) **Other statutory Taxes such as I.T., etc, will be deducted at sources from the bills of the contractor and deposited with concerned authority.**

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

26. Fair Wages Clause:

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

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

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

- (b) The contractor shall, notwithstanding the provisions of any contract to contrary, cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work, as if, the labourers had been immediately employed by him.
- (c) In respect of all labour directly or indirectly employed in the works for the performance of the contractor’s part of this agreement, the contractor shall comply with or cause to be complied with all regulations made by Government in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage register, wage cards, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.
- (d) The Superintending Engineer, or Sub-Divisional Officer concerned shall have the right to deduct, from the money due to the contractor, any such required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers non-payment of wages or of deduction made from his or their wages, which are not justified by their terms of the contract or non-observance of the regulations. Money so deducted should be transferred to the workers concerned.
- (e) Vis-à-vis, the Government of Odisha, the contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractor.
- (f) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be breach of this contract.

Odisha PWD / Electricity Department Contractor’s Labour Regulations

- 26.1 Short title – These regulations may be called “The Odisha Public Works Department / Electricity Department Contractor’s Regulations”.
- 26.2 Definitions – In these Regulations, unless otherwise expressed or indicated the following words and expressions shall have the meaning here by assigned to them respectively, that is to say -

- i) **"Labour"** means a worker employed by a contractor of the Odisha Public Works Department / Electricity Department directly or indirectly through a sub-contractor or other person, or by an agent on his behalf.
 - ii) **"Fair Wages"** means wages whether for time or piece work prescribed by the State Public Works Department provided that where higher rates have been prescribed under the minimum wages Act, 1948 wages at such higher rates should constitute fair wages.
 - iii) **"Contractor"** shall include every person whether a sub-contractor or headman or agent employing labour on the work taken on contract.
 - iv) **"Wages"** shall have the same meaning as defined in the payment of Wages Act and include time and piece rate wages, if any.
- 26.3 Display of Notices regarding Wages, etc.:**
The contractor shall:—
- (a) Before he commences his work on contract display and correctly maintain and continue to display and correctly maintain, in a clean and legible condition, in conspicuous places on the work, notices in English and in the local Indian language spoken by the majority of the workers, giving the rate of wage prescribed by the State Public Works Department / Electricity Department for the district in which the work is done.
 - (b) Send a copy of such notices to the Engineer-in-charge of the work.
- 26.4 Payment of wages:**
- 26.4.1 Wages due to every worker shall be paid to him direct.
 - 26.4.2 All wages shall be paid in current coin or currency or in both
- 26.5 Fixation of wage period:**
- 26.5.1 The contractor shall fix the wage period in respect of which the wages be payable.
 - 26.5.2 No wage period shall exceed one month.
 - 26.5.3 Wages of every workman employed on the contract shall be paid before the expiry of ten days, after the last day of the wage period in respect of which the wages are payable.
 - 26.5.4 When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.
 - 26.5.5 All payments of wages shall be made on a working day.
- 26.6 Wage book and wages cards, etc.:**
- 26.6.1 The contractor shall maintain a wage book of each worker in such form as may be convenient, but the same shall include the following particulars-
 - 26.6.1.1 Rate of daily or monthly wages.
 - 26.6.1.2 Nature of work on which employed
 - 26.6.1.3 Total number of days worked during each wage period
 - 26.6.1.4 Total amount payable for the work during each wage period.
 - 26.6.1.5 All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
 - 26.6.1.6 Wage actually paid for each wage period.
 - (2) The contractor shall also maintain a wage card for each worker employed on the work.
 - (3) The Superintending Engineer, may grant an exemption form the maintenance of wage bond, wage cards to a contractor who, in his opinion – may not directly or indirectly employ more than 100 persons on the work.
- 26.7 Fines and deduction which may be made from wages:**
- (i) The wages of a worker shall be paid to him without and deduction of any kind except the following -
 - (a) Fines
 - (b) Deductions for absence from duty, i.e., from the place of places whereby the terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absence.
 - (c) Deductions for damage to or loss of good expressly entrusted to the employed person for custody or for loss of money for which he is required to account where

- such damage or loss is directly attributable to his neglect or default.
- (d) Any other deductions which the Odisha Government may from time to time allow.
- (ii) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deduction.
- (iii) The total amount of fines which may be imposed in any one wage period on a works shall not exceed an amount equal to five paise in a rupee of the wages payable to him in respect of that wage period.
- (iv) No fine imposed on any worker shall be recovered from him by instalments, or after the expiry of 60 days from the date on which it was imposed.
- 26.8 Register of fines, etc.:**
- 26.8.1 The contractor shall maintain a register of fines and of all deduction for damage or loss. Such register shall mention the reason for which fine was imposed or deduction for damage or loss was made.
- (ii) The contractor shall maintain a list in English and in the local Indian language, clearly defining acts and omissions for which penalty of fine can be imposed. It shall display such list and maintain it in a clean and legible condition in conspicuous places on the work.
- 26.9 Preservation of register:**
- The wage register, the wage cards and the register of fines, deduction required to be maintained under the regulations shall be **Preserved for 12 (Twelve) Months** after day of the last entry made in them.
- 26.10 Powers of Labour Welfare Officers to make investigation or enquiry:**
- The Labour Welfare Officers or any other persons authorized by the Government of Odisha on their behalf shall have power to make enquiries with a view to
- ascertaining and enforcing due and proper observance of the fair wage clauses and the provisions of these regulations. He shall investigate into any complaint regarding default made by the contractor, sub-contractor in regard to such provisions.
- 26.11 Report of Labour Welfare Officers:**
- The Labour Welfare Officer or others authorized as aforesaid shall submit a report of the results of his investigation or enquiry to the Superintending Engineer, concerned, indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor bill be made and the wages and other dues be paid to the labourers concerned.
- 26.12 Appeal against the decision of Labour Welfare Officer:**
- Any persons aggrieved by the decision and recommendation of the Labour Welfare Officer or other person so authorized may appeal against such decision to the Labour Commissioner within 30 days from the date of decision forwarding simultaneously a copy of his appeal to the Superintending Engineer, concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.
- 26.13 Inspection of register:**
- The contractor shall also allow inspection of the wage book and wage cards to any of his workers or to his agent at a convenient time and place after due notice is received, or to the Labour Commissioner or any other person authorized by the Government of Odisha on his behalf.
- 26.14 Submission of return:**
- The contractor shall submit periodical returns as may be specified from time to time.
- 26.15 Amendments:**
- The Government of Odisha may from time to time, add to or amend these regulations and on any question as to the application, interpretation of effect of these regulations, the decision of

the Labour Commissioner or any other person authorized by the Government of Odisha in that behalf shall be final.

- 26.16 Payment to the contractor as per break up schedule mentioned in Section 3 & 8 may please be read as follows & all other terms & condition mentioned under the clauses remain unaltered.

The details may be seen at Page No. 183, 184 & 185.

Payment to the Contractor will be released as per actual measurement

However, in no case, the total payment made to the bidder shall exceed the Percentage Rate Contract Value for which the agreement is signed except change in scope, compensation or bonus etc. as admissible as per the contract.

NB: Payment to the contractor for maintenance/ operation and maintenance (as the case may be) of the PWS schemes as per following.

1. The rate accepted for maintenance/ O&M cost for the PWS has to be deposited by the contractor as per clause mentioned in "G" i.e. additional special condition in section 3 valid up to the end of contract of maintenance/ O&M period in duly pledged in favour of EE concerned as security.
2. The payment will be released only after receipt of the certificate from the authority of VWSC or any other committee responsible for the PWS scheme in the village/ GP or any other member nominated by Engineer-in-Charge/ BDO/ JE-II/ AEE/ DEE concerned to the effect that the work has been done as per the conditions laid down in section 5 along with the checklist & the details of complaint received and compliance thereof.
3. The payment will be released as per above break up schedule on quarterly basis and at the end of each year after one year defect liability period and at the end of every year, the security deposit towards maintenance/O &M (as the case may be) will be refunded till 5th year.
4. In case the contractor fails to comply the terms and conditions of maintenance/ O&M of PWS scheme mentioned in section 5 and day to day compliance from the community, the security deposit will be forfeited.

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

Contractor

SECTION 4

CONTRACT DATA

CONTRACT DATA

The following documents are also part of the Contract :		Clause Reference
The Schedule of Operating and Maintenance Manuals		[53]
The Schedule of Other Contractors		[8]
The Schedule of Key Personnel		[9]
The Methodology and Program of construction		[27]
The Schedule of Key and Critical equipment to be deployed on the work as per agreed programme of construction		[27]
Site investigation reports		[14]
1. The employer is [insert name & address of Employer] :		
2. Name of the authorized Representative [insert name and address] :		
32.The Engineer is [insert name and address of Engineer]		
4. (i) The maintenance period shall be five years after completion of the work including the defect liability period of one year from the completion of the project for single village or multi village of single GP work.		
(ii) For multi GP and multi village PWS schemes, operation and maintenance period shall five years including one year defect liability period.		
5. The defect liability period shall be one calendar year, which is concurrent with the five years maintenance/ operation and maintenance period of the project. The bidder has to operate and maintain the project during Defect liability Period.		
6. The Start Date/ Commencement Date: Date of issue of the Notice to proceed with the work.		
7. The Intended Completion Date for the whole of the Works is [insert period] :		
8. <u>Physical works to be completed</u>		Period of completion <u>from start date</u>
i) Phase I	Laying of rising main and Distribution Pipe Line	[Insert time period]
ii) Phase II	Completion of Over head tank/UGR/OGR, water treatment plant, pump house, valve chambers and all other structural part of the PWS	[Insert time period]
iii) Phase III	External Electrification, Installation of Pump & Motor, and all balance work including Testing & commissioning of the PWS	[Insert time period]
9. The Site is located at : [insert location of site]		

11. The law which applies to the Contract is the laws of Union of India [Cl.3.1]
12. The language of the Contract documents is English. [Cl.3.1]
13. The Schedule of Key Personnel As per Appendix of Section II [Cl. 1.6]
14. Limit of sub contracting -20% of the Initial Contract price [Cl. 7.1]
15. The minimum insurance cover for physical property, injury and death is Rs. 1.0 lakh per occurrence with the number of occurrences limited to four. After each occurrence, contractor will pay additional premium necessary to make insurance valid for four occurrences always. [Cl.13]
16. Site investigation report [Cl.14]
17. The Site Possession Dates shall be **within seven days from Notice to Proceed to Work.** [Cl.21]
18. The period for submission of the programme for approval of Engineer shall be 14 days from the issue of Letter of Acceptance. [Cl.27]
19. The currency of the contract is Indian Rupees [CL.43]
20. Retention money- 5% of gross value of the bill [Cl. 44]
21. The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to any adjustment. [37]

10. The name and identification number of the Contract is : [insert identification]

Contract No: [To be inserted during signing of Contract]

Name of Contract:"

22. Maximum limit of liquidated damages for delay in completion of work. As per OPWD code vol-1, clause 2.3.1 compensation for delay. subject to a maximum of 10% (ten percent) of the Initial Contract Price rounded off to the nearest thousand. [Cl.45]
23. Amount of incentive/bonus for early completion of work. As per the latest amendment to Para 3.5.5 of OPWD code [Cl.46]
24. The amounts of the advances payment are: [CL.47 of sec 1]

<u>Nature of Advance</u>	<u>Amount(Rs.)</u>	<u>Conditions to be fulfilled</u>
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- 24.1 Mobilisation for work 10% of the Contract value. On submission of unconditional bank guarantee in a form by a scheduled nationalised bank located inside Odisha acceptable to the Engineer in amount and currency equivalent to the advance payment.
- 24.2. Interest on Advance Payment [10% (ten percent) per annum] [47.2]
- 24.3. The advance shall be repaid with percentage deduction from the running bill certified by the Engineer under the contract. The deduction will start from immediate next running bill.
- 25 The Securities shall be for the following minimum amounts [CL. 48]
equivalent as a percentage of the Contract Price:
- SD two (2) per cent of contract price (EMD 1% & ISD 1%) plus Rs..... (to be decided after evaluation of the bid) as performance security in terms of ITB Clause 32 & 33.(as per codal provision)
The standard form of Performance Security acceptable to the Employer shall be an un conditional Bank Guarantee of the type as presented in Section 8 of the Bidding Documents.
- 26 The date by which "as-built" drawings (in scale as directed) in 5 **sets** are [Cl.53]
required is within 28 **days** of issue of certificate of completion of whole or section of the work, as the case may be.
27. The amount to be withheld for failing to supply "as built" drawings by the [Cl.53.1]
date required is **Rs.1.00 Lakhs**.
28. The percentage to apply to the value of the work not completed representing [55.1]
the Employer's additional cost for completing the work shall be -20%

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)

SECTION – 5

SCOPE OF WORK & TECHNICAL SPECIFICATION

1.0 General Conditions

1.00 Prior to the execution of work the water sample of the source to be tested by the agency and authority at State Water Testing laboratory at Tapaban Khandagiri Bhubaneswar and accordingly water treatment plant is to be designed.

1.01 All works are to be executed in Percentage rate contract 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 for ESR/UGR) 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 Digital auto loader 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. However using of waterbar is mandatory for all RCC water retaining wall joints for water tightening of suitable size.

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 it's 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 Superintending 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 HDPE pipes including HDPE pipes for functional house tap connection 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 HDPE 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 Percentage Rate 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.

2.0 SCOPE OF WORK

The scope of work is broadly classified as -

(A)- Head Works: The Head works of the proposed piped water supply project consists of the following components.

1. Pump House: The pump house to be constructed near the source (large diameter Tube well) as shown the specific site by the Engineer-in-charge and as per the drawing enclosed. However the following item of work to be taken as per specification provided in financial bid

2. Compound Wall: The compound wall to be constructed as per drawing and the layout given by the Engineer-in-charge considering the site condition. The similar procedure to be followed as mentioned for pump house as regard to design of foundation etc.. However the item of works to be taken as per specification provided in financial bid

3. APPROACH ROAD AND SITE DEVELOPMENT :

The site development and approach road has to be made as per the drawing and specification. The sand filling and construction of approach road should be constructed as per the requirement of the site and as per direction of Engineer-in-Charge and as per specification provided in financial bid

Electrification: (External & Internal Electrification)

The entire electrification work both external & internal electrification shall be made by the bidder.

Internal Electrification of pump house & other components ::

The internal electrification has to be completed as per the specification mentioned below and as per direction of Engineer-in -charge. After completion of the work the contractor has to make the electrical installation inspected by the competent authority for charging of pump house. Due to erratic power supply provision has been made for supplying, fitting, fixing, commissioning & testing of oil cool automatic Servo Stabilizer of appropriate capacity in pump as per the direction of Engineer-in-charge having input 150-450 volt and steady output of 450 volt with the existing available input including all accessories, cost of material, labour , carriage , T&P , etc all complete. The works are to be done for internal electrification of two nos. of pump house and chlorinator room as per specification provided in financial bid

5. Construction of different capacity RCC ESR

Supplying of all labour,T&P,material for soil testing ,supply of design, drawing , construction, erection, testing & commissioning etc. of RCC elevated storage reservoir of different ltr capacity with necessary staging height (details of capacity and staging mentioned in scope of work of each scheme) consisting of RCC columns and spherical dome using R.C.C M-30, 2nos ISI marked 100mm dia DI sluice valve,1no of 100mm dia butterfly valve & it's RCC valve chambers as per approved drawing, supplying, fitting & fixing of 100mm dia medium grade DI pipe conforming to IS specification of required length from production well to ESR & ESR to distribution

main including DI in-let, out-let, over flow & washing line(double flanged DI column pipe) of ESR,RCC stair case with RCC hand rail around dome and landing etc. and stainless steel ladder inside and outside the ESR, lightening arrester confirming to IS specification, digital water level

indicator, 100mm dia DI puddle collar, 0.6 m dia DI manhole cover at dome, RCC vent with brass jally etc. complete as per direction of the Engineer - in- Charge. (The contractor shall execute the work after preparing the design and detail drawing in 5 sets from qualified engineer and to approve all structural design & drawing from State Technical Agency(STA) IGIT, Saranga/ CET, BBSR/ VSSUI, Burla/ NIT, Rourkela/ IIT, BBSR at his own cost).

The above descriptions given for the said work are not exclusive but indicative which shall not relieve the contractor for any such work arise during execution as per site condition or as desired by engineer-in-charge.

6. Rising Main and Distribution System

Providing and supplying in standard length ISI mark HDPE pipe suitable for potable water with appropriate joints including cost of fittings, as per relevant IS specification no. including all local and central taxes, transportation, freight charges, octroi, inspection charges, loading, unloading, conveyance to the work site and including cost of jointing material i.e. solvent cement, etc. Complete. The construction of SV & NRV chambers shall be of RCC(1:2:4) with base concrete(1:3:6) suitable design with slab and bottom base thickness. The contractor need to collect adhar card of each beneficiary for payment of bill towards Functional house tap connection.

7. Disinfection

Bleaching dozer chlorination system/ NaClO chlorination system

Bleaching dozer chlorination system is to be fixed in the chlorinator room of pump house. The system should be of best quality of ISI mark or if assembled, parts to be used of ISI mark for each and every parts. The manufacture test certificate and the warranty certificate of the instrument for chlorination should be confirmed by the Engineer-in-charge or their representative before installation. A detail indicative system has been mentioned below. However the process is not final and can be modified or changed as per the latest quality controlled product of different make and type and instruction of Engineer-in-charge. After installation the instrument to be tested in the presence of District level Laboratory assistant and the residual chlorine at the tail end of each distribution line shall be 0.2 mg/ltr.

Circular hopper bottom fibre tank supported with galvanized rod duly fixed over the ground through suitable foundation and nut and bolt having hole arrangement at the bottom to remove the bleaching residuals fitted with power agitator to stir the solution and having suitable arrangement for decantation to another fibre covered container fitted with a suitable reciprocating dosing pump to feed the solution to the distribution main after ESR carrying discharge of 11 lps at 15mtr head.

8. Installation of Pump and Motors in Deep Tube Well

Supplying, fitting, fixing, testing & commissioning of ISI marked star labeled three phase vertical stainless steel submersible pump & motor set of reputed make like (KSB/ Kirloskar/ Crompton/ Texmo/ CRI etc. make) confirming to IS - 8034/76 along with standby & required accessories having duty (details of required discharge & head of pump mentioned in scope of work in each scheme) suitable for 200mm dia production well including all labour, T&P, material, carriage. The required control panel board should have ISI marked and reputed make (BCH, Havels, L&T etc.) suitable for above pump having proper locking system, contactor, Volt meter, Ampere meter, weather proof auto manual switch, shunt capacitor, phase indicator lamp, selector switch & light on-off switch, single phase preventer etc. BCH/Havels/Finolex make ISI marked HDPE insulated & sheathed heavy duty 4 mm² three core flat cable with copper conductor-80m long from submersible motor to pump house should be encased with 32mm dia HDPE pipes to be laid below 0.60m from ground level. The 25 mm² x 3 1/2 core round armored cable with aluminum conductor of 30m length for connecting DP to main switch is to be of BCH/Havels/Finolex make. Fitting, fixing and lowering of pump set by 80 mm dia GI (Medium Grade) Tata/Jindal make Column pipe (8 nos) of 3.00 m long confirming to IS specification with galvanized flange, fittings (required GI (M) short piece, R/S etc.) rubber insertion, 6 mm² stainless steel flexible wire rope, Galvanized MS Clamp for 80mm dia pipe of size 4mmx75mmx350mm, Galvanized 6mm thick 200mm dia p.well cap, G I Nut & Bolt, connecting the column pipe to the rising main through 80 mm dia GI (medium grade) Tata/Jindal make pipe with accessories for required length including fixing of valves and 15 mm dia 10 kg / cm² brass pressure gauge 1 no to be fixed in the pump house through 16 mm dia SCH. 80 ASTM HDPE pipe laid below GL upto pump house and concealed inside wall etc. Complete for each source with testing, trial running & commissioning as per direction of the Engineer - in- Charge. (Supplier has to test & confirm the rated duty of pump & motor at site before & after installation providing required instruments)

The above descriptions given for the said work are not exclusive but indicative which shall not relieve the contractor for any such work arise during execution as per site condition or as desired by engineer-in-charge.

9. Annual Maintenance of RPWS (Revised Terms & Conditions on O&m of Single Village/ Multi Village/ Retrofitting schemes without WTP is substituted by Letter No. 9432 Dt. 01.11.2021 of E.I.C., RWSS (O), BBSR and others terms & condition remain unchanged) Letter enclosed.

- 9.1 All materials, components of the piped water supply systems during the period of maintenance shall be the property of Gram Panchayat / VWSC where the system is installed.
- 9.2 The break down maintenance of the entire system including supply of necessary spare parts, if any are already under the coverage of warranty clause of the General Terms & Condition and special terms & condition for a period of 5 years after the date of completion of defect liability period in such a manner that all the house hold of the PWS Scheme covered area will get (adequate) required quantity of supply water @ **70** LPCD taking supply hour as 8 hour/day without facing any problem. The operation and maintenance schedule of the PWS systems during the 5 years contract period shall be as detailed below.
 - 9.2.1 5 years maintenance period shall begin on the date of actual completion of work of the PWS systems. The requisite numbers of qualified and trained personnel are required to be deputed / available in the state.
 - 9.2.2 The deputed personnel shall be qualified and well trained so that they can handle any type of operation hazard quickly and timely.
 - 9.2.3 The deputed personnel shall have to keep the record on monthly basis for the PWS systems as per format to be supplied after commissioning of the PWS.
 - 9.2.4 The deputed personnel shall be in a position to check and test all the equipment regularly, so that preventive actions, if any, could be taken well in advance to save any equipment from damage.
- 9.3 During the maintenance period of 5 years of the systems, if there is any defect of any component of all systems the supplier shall be responsible for immediate replacement / rectification. The damaged component may be repaired, if it is understood after examination that after repairing performance of the component shall not be degraded, otherwise the defective component shall have to be replaced by new one without any extra cost.
 - 9.4.1 Annual Maintenance Instructions:
 - 9.4.2 The executants shall furnish prior to completion of the works 4 copies of maintenance instruction in Odiya / English for approval and supply 5 sets of the approve manuals of instructions at the time of inspection and taking over of the equipment. These manuals shall properly bound in book form and contain all information, description of equipment, diagram etc. necessary to enable the customer to operate and maintain the whole scheme.
 - 9.4.3 Systems personnel shall be deputed on such basis so that a qualified / trained person with a minimum Technical qualification should be available at site always during the maintenance period.
 - 9.4.4 Contractor shall depute an engineer of their company for the maintenance of the systems who shall be fully responsible for the complete maintenance and optimum operation of the systems. The name and contact nos. of this engineer shall be notified to the Engineer-In-Charge for the purpose of contact, responsibility and correspondence with regard to all trouble shooting.
 - 9.4.5 Replacement & repair of damaged parts shall be carried out immediately during the maintenance period so as to ensure at least 95% uptime.
 - 9.4.6 Systems operation reports in a format prescribed by the Engineer-In-Charge shall be furnished by the contractor on a monthly basis.
 - 9.4.6 The Contractor shall ensure replacement of worn out parts and component during the maintenance period for which purpose the supplier shall carry and maintain minimum inventory of spares at the systems and its works.
- 9.5 Routine, preventive, breakdown& Capital Maintenance :
 - 9.5.1 Routine and Preventive maintenance shall include such checks and maintenance activities monthly / quarterly / half yearly and yearly basis which are required to be carried out on all the components of the systems to minimize breakdown and to ensure smooth and trouble free running of the all systems. The supplier shall be responsible to carryout routine and preventive

maintenance and replacement of each and every component/ equipment of the water supply system and he shall provide all labour, materials, consumables etc. for routine and preventive maintenance of his own cost even though there is no complaint arise in that period and to be recorded in a register duly checked by the Junior Engineer, RWSS-II and the president of the VWSC or any other committee responsible for the piped water supply in the GP/Village or any other member nominated by the Engineer-in-charge/Block Development officer.

1. Maintenance of BFV/SV/NRV/AV in each month. (The change of gland, nut and bolt etc.) or if required within that period. The change of spindle and ball should be made every year.
 2. Maintenance of Internal Electrification, The change of relay, kitkat, fuse, capacitor etc in every year or if required within that period.
 3. Maintenance of chlorination system should be made in every day and it should be seen that the residue to be cleaned and the plant is in perfect operating condition.
 4. (a) The pump house, compound wall (includes doors, windows, window grills main gate etc.), RCC UGR/OHR, shall be painted at the end of 2nd year and 4th year by the approved paint as per IS specification and direction of Engineer-in-charge.
 - (b) The D.I pipes used for UGR/OGR laid over in head works & distribution system every year after monsoon.
 5. The RCC UGR/OHT tank shall have to be disinfected in every year with proper cleaning.
 6. The pumps and motors installed in the production well shall be removed for overhauling in the manufacturer's approved service centre and to replace the worn out parts at the end of 2nd and 4th year and if required before that. The pump and motor to be replaced in case any major damage occurs and if the repair will be uneconomical as per the direction of engineer-in-charge.
 7. Replacement of taps fitted in standalone storage tank & stand posts must be made as and when complaint is received with the best quality GM/brass taps within 24 hours as it will lead to waste of water.
 8. The above maintenance activities are binding upon the contractor, in case of any failure or negligence in the part of the contractor to attend the complain the Department will take up the work under intimation to the contractor and action will be taken as per the condition of contract.
- 9.5.2 Breakdown maintenance shall mean the maintenance activity including repairs and replacement of any component or equipment of the all systems which is not covered by routine and preventive maintenance and which is required to be carried out as a result of sudden failure / breakdown of that particular component or equipment while the systems is running. The contractor shall be responsible to carry out breakdown maintenance of each and every component of the PWS systems and he shall provide the required manpower, materials, consumables, components or equipment etc. for breakdown maintenance at his own cost irrespective of the reasons of the breakdown/ failure.
- 9.5.3 Capital maintenance shall mean the major overhaul of any component or equipment of the PWS systems with which is not covered by routine, preventive and breakdown maintenance which may become necessary on account of damage due to any unforeseen reason which needs replacement. The capital maintenance of PWS systems and all civil structures shall normally be planned to be carried out on an annual basis. For this purpose a joint inspection by the contractor and Engineer-In-Charge shall be carried out of all the major components of systems, about two months in advance of the Annual Maintenance period. In order to ascertain as to which components of the systems require capital maintenance. In this regard the decision of the Engineer-In-Charge will be final and binding. However, if the condition of any systems and component warrants its capital maintenance at any other time, a joint inspection of the contractor & Engineer-In-Charge shall be carried out immediately on occurrence of such situation and capital maintenance shall be carried out. If required, in consultation with concerned authorities. The decision of the Engineer-In-Charge shall be final and binding.
- 9.6 All the security deposit and maintenance cost will be released to the Contractor by the Superintending Engineer, RWS&S only after recommendation of Junior Engineer, RWSS-I / Assistant Engineer, RWS&S and Assistant Superintending Engineer, RWS&S.
- 9.7 The contractor shall maintain a complaint register which shall be kept at pump house and any complaint received shall be attended within 24 hour. The depute personnel shall be available in the pump house from 10.00 A.M to 1.30 P.M. to receive the complain.

- 9.8 The contractor shall repair the following type of defects within 24hrs of receipt of complaint or shutdown of the scheme. The detail of complain to be entered in the complain register.
- i. Leakage in GI/HDPE pipe line, Column pipe used for pump motor and for ESR/GSR.
 - ii. Leakage in Valve & Stand post tap.
 - iii. Any type of internal electrical problem, problem in panel board, in Pump & motor, Cable etc..
 - iv. Damage made in pipe line due to any accident or road repair work or any other reasons.
- 9.9 Repair of GI/HDPE/DI Pipeline with earth work in excavation & refilling the trench & making good of the road to pre condition in case of any kind of built up road viz. (WBM/ concrete/RCC/ bituminous) road.

All the cost of labour, materials for repair and replacement during the 5(Five) years maintenance period including one year defect liability period shall be borne by the contractor. The inside and outside of the structures constructed for the PWS project should be kept clean, free from bush and debris and to be a state-of- the-art project for the community.

DETAILS OF OPERATION & MAINTENANCE OF THE WATER SUPPLY PROJECTS

The contractors shall operate & maintain the RPWS projects for 5 calendar years after completion of work including defect liability period of one year as per the details given below.

1. Supplying required manpower including payment of their wages/ remuneration (requirement of manpower enclosed at Annexure-II) for running of pumps at head works/ WTP/ operation of valves at head works, treatment unit, rising main, gravity main and distribution system. Repair of rising main, distribution system, gravity main including repair of stand post and valves chambers, watch and ward of head works, treatment unit, service reservoir and gravity main.
2. Supply of consumable like bleaching powder, alum, lime required for treatment of water as per water supply manual as treatment unit according to the turbidity of raw water and maintenance of required residual chlorine at the farthest point of delivery.
3. Payment of all energy bills of all components of the water supply system will be paid by the authority during O&M period.
4. Minor & major repair of all civil structural units, electrical and mechanical equipments to run the water supply effectively and efficiently during the O&M period.
5. Besides this, any other special repair to civil/ PHE structures, electrical & mechanical equipments etc. are to be done by the contractor as and when required, as per the direction of Engineer-in-Charge. for ensuring uninterrupted water supply.
6. Payment of manpower, chemicals, consumables, all repairs (minor/ major/ special) shall be borne by the agency during the O&M period.
7. The maintenance work shall be taken up by the contractor as mentioned in clause No.9 of Section V.
8. The contractor shall furnish the information as per the checklist for operation and maintenance mentioned above to the Engineer-in-Charge in a weekly basis, monthly basis, quarterly basis and yearly basis.

Requirement of manpower for O&M

This is an indicative one. The bidder has to assess the same as per the requirement of the project for O&M works.

Sl	System component as per flow line	Category	Required number
1	Overall supervision of O&M of the system	Maintenance Engineer (Minimum qualification Diploma in Civil	Quantity to be decided by the TIA as per specific scheme & CPHEEO manual
2	Raw water pump house	Pump operator	
3	Clear house pump house at WTP	Pump operator	
4	Raw water pump house	Helper/ fitter	
5	Raw water rising main	Helper/ fitter	
6	Treatment works	Helper/ fitter	
7	Clear water rising main	Helper/ fitter	
8	WTP works	Helper/ fitter	
9	Raw water pump house	Watchman	
10	WTP works	Watchman	
11	Service reservoirs	Watchman	
12	Gravity main	Watchman	
13	Distribution system	Fitter	
14	Distribution system	Helper	

ANNEXURE

Check Lists for Operation and Maintenance

1. Source & Intakes

- i) Monitoring for inflows
- ii) Monitoring for Drawals

2 Transmission

- i) Check for stock of spare pipes and specials and jointing materials for replacement
- ii) Performance of Sluice valves, air valves, expansion joints, rollers
- iii) Leak detection surveys
- iv) Inspect record of break downs and to identify vulnerable lengths for special attention

3. Dozer Chlorinators

Note the following readings:

- i) Dosage of chlorine, Residual of chlorine and Pressure readings of chlorine

4. Transformers

- i) Oil level in transformer
- ii) Relay alarm circuit
- iii) Load (Amperes)
- iv) Voltage
- v) Bushings
- vi) Dehydrating breathers
- vii) Voltage tap changing switch
- viii) Dielectric strength of oil
- ix) AB switch contacts
- x) Drop in fuse contacts
- xi) All bus bars
- xii) Earth resistance
- xiii) Lightning arresters
- xiv) Relays
- xv) Oil in transformers
- xvi) Once in 2 years
- xvii) Painting to transformers, poles and fencing

5 Motors

Daily checks

- i) Eliminate dirt (Less than 1 000 KVA)
- ii) Anti moisture precautions
- iii) Oiling and greasing to avoid friction
- iv) Check for vibration
- v) Check for tightness of contacts
- vi) Operation at rated voltage
- vii) Check tripping elements to offer protection
- viii) Inspect contact points for any deposition
- ix) Clean the cabinet to remove dirt
- x) Check for fuse ratings
- xi) Check whether manufacturers recommendations are followed regarding
- xii) Quality of oil and grease
- xiii) Correct periodical of lubrication
- xiv) (avoid over-lubrication)
- xv) Check for performance of capacitors

6 Pumps

Daily Checks:

- i) Timing of pump running
- ii) Observe for leakges through stuffing box
- iii) Bearing temperature
- iv) Any undue noise or vibration

- v) Readings of pressure, voltage and current
- vi) **Half Yearly checks**
- vii) Free movement of the gland of stuffing box
- viii) Cleaning and oiling of gland bolts
- ix) Inspection of the gland packing
- x) Alignment of pump and drive
- xi) Cleaning of oil lubricated bearings/or grease lubricated and replacing oil and grease
- xii) Clean and examine all bearings for flows
- xiii) **Annual Checks :**
- xiv) Examine shaft sleeves for wear or scour
- xv) Check clearance at wearing ring
- xvi) Check impeller hubs and vane tips for pitting or erosion
- xvii) Calibration of all instruments and flow meters
- xviii) Check performance of pump Q, H, KW and efficiency
- xix) Check for availability of required tools
- xx) Check for availability of lubricants and other consumables such as gland packing, bolts etc.
- xxi) Check for repair facilities such as pullers, clamps, machinery, welding set, grinder,
- xxii) blower, drilling machine etc.
- xxiii) Records to be kept on the Operations :
- xxiv) Note the water levels in the SR s (for all compartments) at hourly intervals.
- xxv) Note the time and relevant operation of control valves with time of opening and closure or throttling position of the valves.
- xxvi) Note the hourly flow meter readings both on the inlets and outlets
- xxvii) Note the hourly residual chlorine readings of inflow water and outflow water
- xxviii) Record on when the structure of the reservoir was last repaired to attend to structural defects or arrest leakage and the cost of materials and labour cost thereof
- xxix) Record on when the reservoir was last cleaned and the cost of materials and labour cost thereof
- xxx) Record on when the reservoir was last painted and the cost of materials and labour cost thereof
- xxxi) Record on when the piping at the reservoir was last painted and the cost of materials and labour cost thereof

7 Clear Water Sump and Service Reservoir (SR)

- ii) Check for proper closure of washout valves
- iii) Check for functioning of Water level indicators
- iv) Check for status of ventilators; whether Fly proof mesh over ventilators requires to be replaced
- v) Check for the status of Manhole covers; are they corroded ?
- vi) Check the water quality and find the necessity to clean and disinfect insides
- vii) Check whether the roof of SR is clean and whether the surroundings of SR are clean
- viii) Check whether the Operation of valves is smooth without any abrupt stoppage during closure
- ix) Check for leakage through valves at gland, bolts or any other place
- x) Check whether closure of a valve results in complete stoppage of flow or if any flow passes the valve (passing valve)
- xi) Check for any structural damages to the reservoir especially whether the roof is corroded due to chlorination and assess the structural soundness of the reservoir
- xii) Assess the status of ladder and railings whether corroded ?
- xiii) Check for leakage through the structure of the SR
- xiv) Check for leakage through interconnecting pipe work at the SR
- xv) Check for any signs of corrosion of interconnecting pipe work at the SR
- xvi) Inspect for any possibilities of pollution of the water stored in the reservoir
- xvii) Status of out-fall drain for scour and overflow
- xviii) Assess the need for painting of the reservoir and piping work
- xix) Assess the status of lightning arrestor where provided
- xx) Check for the availability of consumables , spares and tools

8 Checks to be carried out in the distribution system :

- i) Check whether the Operation of valves is smooth without any abrupt stoppage during closure
- ii) Check whether closure of a valve results in complete stoppage of flow or if any flow passes the valve (passing valve)
- iii) Check for status of scouring and then proper closure of washout valves
- iv) Check for leaks through pipes
- v) Check for leakage through valves at gland, bolts or any other place
- vi) Check for leaks at the appurtenances
- vii) Check for any signs of corrosion of pipelines
- viii) Check for the status of Manhole covers over the chambers; are they corroded ?
- ix) Inspect for any possibilities of pollution of the distribution system water stored
- x) Status of out-fall drain for scour and overflow
- xi) Assess the need for painting of the piping work
- xii) Check for availability of spares for valves and pipes and jointing materials
- xiii) Review the method of giving consumer connections in the field
- xiv) Preparation of water budget for each zone
- xv) served by one reservoir
- xvi) Number of connections given
- xvii) Number of meters out of order
- xviii) Status of Distribution System
- xix) Review of pressures
- xx) Review of flows
- xxi) Corrosive water
- xxii) Study of inflows and outflows
- xxiii) Identify source of leakage
- xxiv) Status of bulk metering and consumer Metering
- xxv) Unauthorised connections if any
- xxvi) Review facilities for repair of consumer meters
- xxvii) Availability of updated system map

CHECK LIST FOR MAINTENANCE

Name of PWS:

Name of the contractor:

District/ Division:

Block/ GP/ Village:

Date of commission of the scheme:

Defect liability period from to

Agreement No.:

Maintenance period from to

Date of inspection/ reporting:

Name of person inspected/ reported:

Designation (not below the rank of JE/ AE):

1. Surrounding of pump house, intake well,
OHT, WTP, UGR, clean & maintain

Yes

No

2. Painting & coloring done (once a every 2 years)
Month & year to be indicated

3. Log book updated:

Yes

No

4. Leakage in pipeline/ SV/ NRV noticed:

Yes

No

5. No. of stand post functioning:

6. Total no. of stand post:

7. No. of complaint received:

8. No. of complaint attended:

Yes

No

9. Adequate pressure at the highest level:

10. PWS out of order due to power failure:

Days

Years

11. PWS out of order due to mechanical & other failure:

Days

Years

Signature of JE/ AE

Verified & found correct & recommended for payment:

Signature of AE/ AEE/ DEE

Accepted for payment:

Signature of EE

NB: *In case AE/ AEE/ DEE do not agree to the report then he shall return the report to the reporting officer with reason.*

3.0 SPECIFICATION

3.1 Water used for mixing and curing shall be clean and free from injurious quantities of alkalis, acids, oils, salts, sugar, organic materials, vegetable growth or other substances that may be deleterious to bricks, stone, concrete or steel. Potable water is generally considered satisfactory for mixing. The PH value of water shall be not less than 6 and more than 8.0.

3.2 Cement shall not be less than O.P.C.-**53 grade** and as per IS:12269 of reputed Manufactures (Konark, ACC, Ambuja, Lafarge and Ultratech)

3.3 Reinforcement to confirm Fe 500 and as per IS :456 and IS:1786. (SAIL/RINL/ TATA TISCON/JINDAL STEEL/SHYAM STEEL/VIZAG,)

3.4 Mild Steel Binding Wire:

The mild steel wire shall be of 1.63 mm or 1.22 mm (16 or 18 gauge) diameter and shall confirm to IS-280 or as revised from time to time.

3.5 Sand for Masonry Mortar, Concrete mix and for Plaster:

Sand shall consist of natural sand, crushed stone sand or crushed gravel sand or a combination of any of these. Sand shall be hard, durable, clean and free from adherent coatings and organic matter and shall not contain the amount of clay, silt and fine dust more than specified.

3.6 Bricks:

The contractor shall supply first class K.B.Brick for all brick work. The bricks shall be hard or machine moulded and made from suitable soils and kiln burnt. They shall be free from cracks and flaws and modules of free lime. They shall have smooth rectangular faces with sharp corners and shall be of uniform colour. The size of the conventional bricks shall be 250 mm x120 mm x 80mm. The crushing strength of the bricks shall not be less than 75 kg/sq.cm. The average water absorption shall not be more than 20 percent by weight. A necessary test for crushing strength and water absorption shall be carried out as per IS: 3495 (Parts I to IV) as directed by the Engineer-In-Charge.

3.7 Cement Concrete

The concrete shall be in grade designated as under:

GRADES OF CONCRETE

Group	Grade	Specified Characteristic Compressive Strength
Designation		of 150 mm Cube at 28 Days in N/mm ²
Ordinary	M10	10
Concrete	M15	15
	M20	20
Standard	M25	25
Concrete	M30	30

Notes :

1. In the designation of concrete mix M refers to the mix and the number to the specified compressive strength of 150 mm size cube at 28 days, expressed in N/mm²

Concrete Mix Proportioning:

The determination of the proportion of cement, aggregate and water to attain the required strengths shall be made as follows:

By designing the concrete mix; such concrete shall be called 'Design mix concrete.

Construction Joints:

Concreting shall be carried out continuously up to construction joints. The position and arrangement of construction joints shall be as shown in the structural drawings or as directed by the Engineer-in-charge. Number of such joints shall be kept minimum. Joints shall be kept as straight as possible. Construction joints should comply with IS : 11817.

When the work has to be resumed on a surface which has hardened, such surface shall be roughened. It shall then be swept, cleaned and thoroughly wetted. For vertical joints, neat cement slurry, of workable consistency by using 2 kgs of cement per sqm shall be applied on the surface before it is dry. For horizontal joints, the surface shall be covered with a layer of mortar about 10-15 mm thick composed of cement and sand in the same ratio as the cement and sand in concrete mix. This layer of cement slurry of mortar shall be freshly mixed and applied immediately before placing of the concrete.

All construction joints in floor or wall shall have PCJ which should be provided in the slab.

All other RCC structures shall be of Grade M 20 except ESR/UGR/WTP which shall be of M-30.

Design mix of concrete shall be mandatory. Digital auto loader Machine mix shall be used in concrete work for all structure. Vibrator of appropriate type shall be used for compaction of concrete.

For testing of concrete cubes, samples from fresh concrete shall be taken as per I.S. 1199 of latest edition, cured for 7 days and 28 days for testing cubes in Govt. Laboratory/ Govt. Recognized Laboratory of Odisha, of the each components of RCC structures and the Cost of testing of concrete cube will be borne by the contractor.

3.8. Curing

Curing is the process of preventing loss of moisture from the concrete. Exposed surfaces of concrete shall be kept continuously in a damp or wet condition by ponding or by covering with a layer of sacking, canvas, hessian or similar materials and kept constantly wet for at least 7 days from the date of placing concrete in case of ordinary Portland cement and at least 10 days where mineral admixtures or blended cements are used. The period of curing shall not be less than 10 days for concrete exposed to dry and hot weather conditions. However the site record Book is to be maintained with date of curing of structure and component of works like OHR, compound wall, Pump house etc. and duly counter signed by J.E. / A.E. and A.E.E. in regular interval i.e. twice in every week.

3.90. ESR / UGR

The ESR/UGR work shall be executed on strict accordance with the design and drawing approved by the State Technical Agency and also fulfilled the following requirements & specification.

- (a) Plain concrete of Grade-M-10 under footings of ESR.
- (b) RCC Grade-M-30 in all members in Construction of ESR/UGR.
- (c) The tank shall be ventilated by providing ventilators over the roof. The openings of the ventilators shall be protected with mosquito proof copper/Bras wire netting made of copper wire mesh. Adequate ventilation area shall be provided in relation to the area of water face and aesthetic requirement.
- (d) All RCC works shall be finished perfectly smooth and no plastering shall be allowed except in the inside surface of walls and floors which shall be finished with a coat of epoxy paint and cement punning with water proof compound over 20mm thick cement plaster in cement mortar.(1:3).
- (e) All exposed faces of the concrete and plaster over masonry shall be given two coats of water proofing cement paint of approved shade.
- (f) All exposed iron works outside the reservoir shall be painted with two coats of approved synthetic enamel point. All exposed iron works inside the reservoir shall be painted with two coats of anticorrosive paint.

For access in to the over head reservoir in case of shaft there shall be RCC stair case with landings at suitable intervals to be located inside the shaft. The width of the stairs and landings shall be not less than 800 mm/ as per drawing. The stairs shall be provided with structural stainless steel hand railings of approved design for a minimum height of 800mm. There shall be either a central access inside the tank or a catwalk with two rows of horizontal runner sat each side holding the vertical posts, suitable stainless steel guard rails all around. In both the cases access to the roof of the reservoir shall be provided. In case of column & beam structure stairs and landings with stainless steel hand railings shall be provided around the columns. Size of stair and hand railings will be same as stated above.

(g) In case Elevated reservoir is supported on a load bearing shaft, there shall be an entrance door in the shaft wall of size not less than **1.10 m.X 2.00 m**. There shall also be windows of suitable size in the shaft wall at different levels. Concrete flooring shall be provided inside the shaft at a ht. Of 600 mm above the finished ground level. The doors shall be provided with M.S. frames and shutters.

(h) The following appurtenances shall be provided.

RCC.ladders (duly designed and approved by State Technical Agency) from ground level to top of the tank and stainless steel ladder from top of the tank into the bed of reservoir shall be provided along with hand rails made of series of stainless steel bars. The stainless steel ladders shall be sturdy and should be fastened and anchored to the concrete by means of anticorrosive nuts and bolts (the size of stainless steel ladder to be duly designed and approved by State Technical Agency).

(i) One set of digital water level indicator(indicating amount of water in Kiloliter) consisting of copper float guide pulleys, nylon cord and enamel coated gauge calibrated to indicate depth of water in meter or equivalent amount of water in kiloliters or of any latest technology of reputed make as per direction of Engineer-in-charge.

(j) DI (Ductile iron)lockable hinged type manhole covers of 600mm diameter each 50 Kg weight with frame and cover fixed at suitable places in the roof of the tank not less than two numbers of manhole covers shall be provided.

(k) A lightening arrestor of copper shall be provided on the roof of the tank as per IS 2309. The top of the lightening arrestor shall be above the highest point of the roof. The arrestor shall be suitably earthed with aluminium tape conductor.

(l) All construction joints in floor or wall shall have PCJ which should be provided in the slab. During jointing of RCC wall provision of water bar is mandatory.

(m) All concrete works for water retaining as well as the supporting structures shall be executed, tested as per IS 456, 1978, IS 3370 (Part-I) 1965 and IS3370 (Part-II) 1965.

(n) The water tightness test of the water contains shall be conducted to satisfy the provisions in Clause – 10 ,tests on structures, as laid in I.S. 3370 (Part—I) 1967 with latest revision.

3.10 Specification for GI Pipes and fittings:

Specification for pipe-- IS:1239 (part-I) G.I. Screw/Socket end tested.

Specification for fittings-- IS:1239 (Part-II), GI, Screw end tested

Valves, stop cocks, bib cocks -- IS:778, Gun Metal Construction, screwed.

3.11. SPECIFICATION FOR ISI MARKED VALVES

(a) Pump delivery sluice valves and scour valves -

Double flanged sluice valves, rising spindle, resilient seated s.v rating: PN 1.0 (10 kg/sqcm) or as per requirement whichever is more. IS:14846/ 2000 with latest Amendment if any,

Body: DI Spindle: SS, AISI-410

(b) Non-return valves-- Double flanged swing check type, rating: PN 1.0 (10 kg/sqcm) or as per requirement whichever is more IS:5312 with its latest Amendment

Body: DI, Disc: DI, Spindle: SS, AISI-410

(c) Throttle valve / control valve-- Butterfly valves (Rating 10kg / sqcm) suitable rating. BS:5155, AWWA:C-504, Body: DI. Disc: DI, Spindle: SS AISI_410

3.14 Specification for procurement and laying of ISI Marked HDPE pipes.

1) HDPE Pipes shall be procured as per IS:4985 from the BIS licensed manufactures of Odisha having supported with manufacturers test certificate, guarantee certificate in favour of the E.E.,

RWS&S Division and for free replacement of defective pipe within 36 months from the date of manufacture if detected even after CIPET pre and post inspection test.

2) The HDPE pipes shall be tested by CIPET at the manufacturer's premises before delivery at the cost of the bidder. Post delivery test at the construction site shall again be conducted by CIPET at the bidders cost. The test certificates shall be handed over by the bidder to the Superintending Engineer, of the Division before laying of pipes line.

3) Fabricated HDPE fittings 10 kg/Cm² as per IS:10124(Part 1 to 13) or Injection moulded HDPE fittings 10 kg/Cm² IS 7834: Part-I : 1987 shall be procured by the bidder from the BIS licensed manufactures of HDPE fittings with collection of valid manufactures test certificate and BIS Certificate. The certificates should be handed over to the Engineer-in-charge before use.

4) Fixing of sluice valves, Air valves, N.R valves. Butterfly valves, etc. shall be done at required places as per PH/RWS&S specification and direction of Engineer-in-charge.

5) Size of Trench

(a) Width of the trench: The trench should be as narrow as practicable. As a normal practice this may be kept 0.30m over the outside dia of pipe (i.e. external dia of pipe +30cm.) confirming to PH Engineering specification - 1992 vide clause no.2.3.6

(b) Depth of the trench: The depth of the trench should be 1 m from the ground level.

(c) The trench bottom where it is rocky and un-even a layer of sand or alluvial earth of 100 mm depth should be provided under the pipe.

6) After laying of pipe line the agency shall make the road good to damage as per the specification of the road construction authority such as R&B, RD, NHAI etc. The agency and the authority shall conduct joint inspection with the road construction authority for detail alignment before laying of pipe line.

3.15 Submersible Pump

The Submersible pump-set should confirm to I.S 8034-1989 with latest amendment. The pump should be fitted dynamically balance enclosed type impeller. Each impeller shall be balanced dynamically to grade of G 6.3 (6.3mm/s) The Pump shaft shall be guided by bearing provided in each stage bowl & in the suction and discharge casing. The inlet passage of the suction casing shall be stream lined to avoid eddies. The suction case shall be fitted with a strainer of corrosion resistant material. Suitable sand guard shall be provided just above the suction case bearing to prevent the entry of foreign material into suction case. The pump should be provided with the non return valve above the pump discharge case with standard flanged connection. The individual casting part or pump as a whole in assembled condition should be able to withstand a hydrostatic pressure of 1.5 time maximum discharge pressure. The gaskets & seals used shall confirm to I.S 5120-1968 or latest. The cable clamp of adequate size be supplied for fixing submersible cables to the rising main pipes.

The pump shall be directly coupled to a submersible motor. The submersible motor shall be squirrel case induction motor confirming to I.S 9283-1979 or latest capable of operating on 415 + 6% volts. 3phase 50 cycles. A.C supply both and motor shall run at 2900 R.P.M the water lubricated thrust bearing should be of adequate size to withstand the weight of all rotating parts as well as the imposed hydraulic thrust. The motor shall be protected by means of cable glands, rubber seals etc from ingress of bore well water, sand and other foreign materials. The motor shall be provided with breathing attachment like bellows, diaphragm etc. to compensate the volumetric variation due to change in the temperature. The motor shall be made of corrosion resisting materials or suitable materials to resist corrosion under normal conditions. The rotor shall be provided with shaft protecting sleeves having a surface finish of 0.75 microns Ra Max. the starter shall be star delta. The class of insulation shall be F. The submersible motor shall confirm to IS 694 (Part-III) 1964 or latest. The flanged column pipe shall confirm to IS 694 (Part-III) 1964 or latest. The flanged column pipe shall confirm table 2 I.S 1239 (Part-I) 1979 or latest (Medium class) Table-2.

The efficiency of submersible pump shall be guaranteed to specified point of rating only & shall not be guaranteed to cover the performance of the pump under condition varying there from

nor for a sustained performance for any period of time. The pump discharge may be guaranteed for the range of head between - 25 % & + 10% of the specified head when the later is 30 meters or above. Below 30 meters the limits shall be from 25% to 25% or +3 meters whichever is less. The H.P of motor shall be such that is shall be 15% in the excess of maximum H.P. required under all heads of working. Performance guarantees shall be based on laboratory tests corrected for field performance.

4.0 Testing & Commissioning

4.1. 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 contractor shall be subjected to inspection & testing by the Department for its material, quality, workmanship and the performance. The contractor shall conduct and carryout all such testing, trial run etc. before and during the execution of any work for which site test is mandatory and demonstrate in presence of the Engineer-in-charge of the Department or his representative or any third party deployed by the department.

4.2 . 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.

4.3. 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, execution and guarantee period.

4.4. All equipments, sub-assembly and components, auxiliaries and accessories shall be tested at manufacturer's work 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 it's obligation to replace forthwith any instrument/materials found defective during tests at works / trial running period/guarantee period.

4.5. Testing for performance of equipments shall be carried out and be checked with the approved parameters and performance characteristic curves for the purpose of acceptance.

4.6. Testing of all pipe lines

After laying and jointing, the mains shall be slowly and carefully charged with water, so that all air is expelled from the main by providing a 25mm inlet with stop cock allowed to stand full of water for a few days and then tested with pressure.

The field test pressure to be imposed should not less than the maximum of the following.

- a. 1.5 times the maximum sustained operating pressure.
- b. 1.5 times the maximum pipeline static pressure.
- c. Sum of the maximum sustained operating pressure and the maximum surge pressure.
- d. Sum of maximum sustained operating pressure and the maximum equal to the work test pressure for any pipe fittings incorporated.
- e. Testing of. D.I. and G.I. Pressure Pipes after laying and jointing must be done in presence of Engineer-in-charge (not below the rank of AEE) to ensure that pipes and joints are sound enough to withstand the maximum pressure likely to be developed under working condition.

4.7. Disinfection of pipeline before commissioning

The Pipeline carrying potable water shall be suitably disinfected before commissioning as per IS:3114-1965 or IS:5822-1970 vide clause no.2.3.13 of PH Engineering specification and direction of the Engineer in Charge.

4.8. Testing & Inspection of submersible pump at Manufacturer's Work site.

The manufacturer shall conduct all tests required to ensure that the equipment furnished shall confirm to the requirement of this specification and in compliance with requirements of the applicable codes. The Engineer-in-charge or his representatives shall be given full access to all tests, the manufacturer shall inform the Engineer-in-charge allowing adequate time so that if he desires his representatives can witness the test. All materials & casting used for the equipment shall be of tested quality. The test certificates shall be made available to engineer-in-charge. The pump casing shall be hydraulically tested at 200% of pump rated head or at 150% of shut-off head, whichever is higher. The test pressure shall be maintained for at least half an hour. The pump rotating parts shall be subjected to static and dynamic balancing tests. All pumps shall be tested at the shop for capacity, head efficiency & brake horsepower and cavitations. The tests are to be done according to the requirements of the "Hydraulic institute" of U.S.A ASME power test code PTC -8.2 (Last edition) and Indian standard as applicable . The pumps accessories e.g the thrust bearing , the motor pump shaft coupling etc. will be subjected to tests as per manufacturer's standard . The combined vibration of pump & motor should be restricted to the limits specified by Hydraulic institute standard , USA when the pump in operation at any loads singly or in parallel . Tests on motor shall be conducted as per electrical specification. The reports & certificates of all the above mentioned tests to ensure satisfactory operation of the system shall be submitted to the Engineer-in-charge before dispatch. Cast heat marks to be provided on casting for casing & impeller.

Tests at Site.

After erection at site, pumps as detailed under different groups shall be operated to prove satisfactory performance as individual equipment as well as whole system for the water supply scheme.

4.9 Testing of dozer chlorinator to be made in the presence of Engineer-in-charge or his representative(not below the rank of AEE) and district level laboratory assistant. All the material are of best quality of ISI make of any reputed manufacturer. The performance of agitator, dosing pump should function as per the requirement and manufacturer's test certificate. The bleaching powder to be used as per the IS specification having minimum available chlorine of **33%**. Other disinfectant like sodium hypochlorite can also be used. The residual chlorine available to be tested and to be confirmed at 0.2mg/lit at **tail** end of all distribution line.

4.11 Inspection and testing of internal and external electrification to be made by the electrical inspector which is to be arranged by the contractor and any defects detected to be rectified immediately within a week period at his own cost for re- inspection if any. The charging of internal and external electrification has to be made by the contractor through the electrical distribution company.

-XXX-

SECTION 6

SECURITIES AND OTHER FORMS

BID SECURITY (BANK GUARANTEE)

Annex - B

WHEREAS, _____ [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated _____ [date] for the construction of _____ [name of Contract hereinafter called "the Bid"].

KNOW ALL PEOPLE by these presents that We

[Name of Bank] of ----- [name of country] having our registered office at ----- (hereinafter called "the Bank") are bound unto _____ [name of Employer] (hereinafter called "the Employer") in the sum of _____ * for which payment well and truly to be made to the said Employer the Bank itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;

OR

(2) If the Bidder having been notified to the acceptance of his bid by the Employer during the period of Bid validity:

- a. fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
- b. fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders; or
- c. does not accept the correction of the Bid Price pursuant to Clause 27.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date-----, i.e ----- days after the deadline for submission of Bids as such dead-line is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____

SIGNATURE _____

WITNESS _____

SEAL _____

[Signature, name and address]

* The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16.1 of the Instructions to Bidders.

** 45 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

BANK GUARANTEE FOR ADVANCE PAYMENT

To

_____[Name of Employer]
_____[address of Employer]
_____[name of Contractor]

Gentlemen:

In accordance with the provisions of the Conditions of Contract CL no.47 ("Advance payment") of the above mentioned Contract, _____[name and address of Contractor] (hereinafter called "the Contractor") shall deposit with _____[name of Employer] a bank guarantee to guarantee his proper _____ and faithful performance under the said Clause of the Contract in an amount of _____[amount of Guarantee] * _____[in words].

We, the _____[bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____[name of Employer] on his first demand without whatsoever right of obligation on our part and without his first claim to the Contractor, in the amount not exceeding _____[amount of guarantee]* _____[in words].

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

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____[name of Employer] receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and Seal: _____
Name of Bank / Financial Institution: _____
Address: _____
Date: _____

* An amount shall be inserted by the Bank or Financial Institution representing the amount of the Advance Payment, and denominated in Indian Rupees.

Retrofitting of 70 LPCD PWS for laying of Clear Water Rising main from Gadarkhai boosting to Tulasipal, Languliabeda, Kankinali & Rajibpur village of Tulasipal GP for supply of clear surface water under PWS to 11 nos. Fluoride affected villages around Nalco smelter in Angul District.
(Including OM 5Years)

Sl. No.	Description	Qty.	Unit	Rate	Amount
1	2	3	4	5	6
1	M.S/ G.I WORK (ZONE-I) : Head works site : Supplying all materials, labour, T & P welding rod gas etc. fabrication and fitting fixing of following sizes, MS / GI pipes making of flanges drilling of bolt holes as per I,S, specification, The minimum thickness of barrel is 6 mm and flanges thickness is 20 mm. The pipes and specials are to be laid to proper gradient level and welding fittings at site etc. complete as per the direction of E.I.C. i.e. i.At UGR				
i.	MS Pipe 273mm OD 6.3mm thick	50.00	Mtr.	3546.42	1,77,321.00
ii.	GI suction pipe 150mm dia	10.00	Mtr.	2466.60	24,666.00
iii.	15mm Pressure Gauge	1.00	No.	700.00	700.00
iv.	Reducer 65mm to 250mm (DI)	4.00	No.	4000.00	16,000.00
v.	for Supporting of MS pipe	1.00	Qntl.	7000.00	7,000.00
2	M.S/ G.I WORK (ZONE-II) : Head works site : Supplying all materials, labour, T & P welding rod gas etc. fabrication and fitting fixing of following sizes, MS / GI pipes making of flanges drilling of bolt holes as per I,S, specification, The minimum thickness of barrel is 6 mm and flanges thickness is 20 mm. The pipes and specials are to be laid to proper gradient level and welding fittings at site etc. complete as per the direction of E.I.C. i.e. i.At UGR				
i.	MS Pipe 219mm OD 6.3mm thick	50.00	Mtr.	2830.42	1,41,521.00
ii.	GI suction pipe 150mm dia	10.00	Mtr.	2466.60	24,666.00
iii.	15mm Pressure Gauge	1.00	No.	700.00	700.00
iv.	Reducer 65mm to 250mm	4.00	No.	4000.00	16,000.00
v.	for Supporting of MS pipe	1.00	Qntl.	7000.00	7,000.00
1	Internal electrification (ZONE-I) : Supplying fitting & fixing 200 Amp TPN HRC Type main switch with supply of MS clamp, nut bolt & other jointing materials	1.00	No.	7123.00	7,123.00
2	Supplying fitting & fixing 100 Amp TPN HRC Type main switch with supply of MS clamp, nut bolt & other jointing materials	1.00	No.	5078.00	5,078.00
3	Supplying fitting & fixing 200 Amp 4 way copper bus bar with supply of MS clamp, nut bolt & other jointing materials	1.00	No.	4800.00	4,800.00
4	Supplying fitting & fixing 200 Amp BPC make extension type kit kat with supply of MS clamp, nut bolt & other jointing materials.	3.00	No.	1403.00	4,209.00
5	Supplying fitting & fixing main earth with 32 mm dia GI pipe with supply of MS clamp, nut bolt & other jointing materials CI cover & other jointing material including earth excavation & refilling all complete as per electrical specification.	1.00	No.	2359.00	2,359.00
6	Supplying fitting & fixing suitable earth bus bar for earthing connection.	1.00	No.	111.00	111.00
7	Supplying crimping 50 sqmm heavy duty crimping socket 7/16 pvc copper wire including connection & testing.	20.00	No.	30.00	600.00
8	Supplying of all material labour, T&P & wiring with 3x19/16 pvc copper wire inside 38 mm dia. Pvc conduit pipe with no-6 GI wire as running earth and other jointing materials (from metre board to kit kat, kit kat to board main switch and head main switch to bus bar)	25.00	No.	746.00	18,650.00

9	Supplying of all material labour, T&P & wiring with 3x7/16 pvc copper wire inside 25 mm dia. Pvc conduit pipe with no-6 GI wire as running earth & other jointing material (from busbar to 4 nos sub main switch then to control panel board then to two nos centrifugal motors)	40.00	No.	313.00	12,520.00
10	Supplying of all labour T&P & fixing control panel board including supply of nut & bolt & other jointing material including conveyance of control panel board to site with testing charge.	2.00	No.	1200.00	2,400.00
11	Supplying & fixing 5/8 x 18" long heavy type bolt for foundation with motor pump assembling at foundation base plate with other balancing material.	8.00	No.	2500.00	20,000.00
12	Supplying of all labour T&P for coupling motor & pump & testing without load and trial running.	1.00	No.	10000.00	10,000.00
1	Internal electrification (ZONE-II) : Supplying fitting & fixing 200 Amp TPN HRC Type main switch with supply of MS clamp, nut bolt & other jointing materials	1.00	No.	7123.00	7,123.00
2	Supplying fitting & fixing 100 Amp TPN HRC Type main switch with supply of MS clamp, nut bolt & other jointing materials	1.00	No.	5078.00	5,078.00
3	Supplying fitting & fixing 200 Amp 4 way copper bus bar with supply of MS clamp, nut bolt & other jointing materials	1.00	No.	4800.00	4,800.00
4	Supplying fitting & fixing 200 Amp BPC make extension type kit kat with supply of MS clamp, nut bolt & other jointing materials.	3.00	No.	1403.00	4,209.00
5	Supplying fitting & fixing main earth with 32 mm dia GI pipe with supply of MS clamp, nut bolt & other jointing materials CI cover & other jointing material including earth excavation & refilling all complete as per electrical specification.	1.00	No.	2359.00	2,359.00
6	Supplying fitting & fixing suitable earth bus bar for earthing connection.	1.00	No.	111.00	111.00
7	Supplying crimping 50 sqmm heavy duty crimping socket 7/16 pvc copper wire including connection & testing.	20.00	No.	30.00	600.00
8	Supplying of all material labour, T&P & wiring with 3x19/16 pvc copper wire inside 38 mm dia. PVC conduit pipe with no-6 GI wire as running earth and other jointing materials (from metre board to kit kat, kit kat to board main switch and head main switch to bus bar)	25.00	No.	746.00	18,650.00
9	Supplying of all material labour, T&P & wiring with 3x7/16 pvc copper wire inside 25 mm dia. Pvc conduit pipe with no-6 GI wire as running earth & other jointing material (from busbar to 4 nos sub main switch then to control panel board then to two nos centrifugal motors)	40.00	No.	313.00	12,520.00
10	Supplying of all labour T&P & fixing control panel board including supply of nut & bolt & other jointing material including conveyance of control panel board to site with testing charge.	2.00	No.	1200.00	2,400.00
11	Supplying & fixing 5/8 x 18" long heavy type bolt for foundation with motor pump assembling at foundation base plate with other balancing material.	8.00	No.	2500.00	20,000.00
12	Supplying of all labour T&P for coupling motor & pump & testing without load & trial running.	1.00	No.	10000.00	10,000.00
1	RISING MAIN (ZONE-I) : Supplying all labour T&P materials for earth work in excavation of foundation in all kinds of soil (ordinary, Hard and slushy soil) including fine dressing and levelling the bed with in initial lead of 50 mtr and initial lift of 1.50 mtr etc all complete as per the direction of EIC. (excavation of earth to be done 0.90 mtr above the dia of pipe and 0.30mtr wider than the dia of pipe)	2116.21	Cum	299.53	6,33,868.38
2	Laying in trenches centrifugally cast (spun) Ductile Iron pressure socket and spigot pipes class K9 with cement mortar lining conforming to IS : 18329 of the following nominal	3390.00	Mtr.	3682.60	1,24,84,014.00

	diameter as per specification, complete for push on rubber gasket jointing Including cost of pipe. i.e. i.250mm dia DI Pipes (Class-K9)				
3	Providing push-on-joints conforming to IS:3114-1994 to Centrifugally Spun) Cast Iron Pipes or Ductile Iron Pipes using Rubber Gaskets confirming to IS : 5382 of SBR quality including cost of rubber gasket testing of joints as per specification complete. i.e. i.250mm dia DI Pipes (Class-K9)	678.00	No.	404.80	2,74,454.40
4	Supply fitting fixing & Laying in trenches double socket Ductile Iron Bends conforming to IS 1538 (Part-X) as per specification all complete, including cost of bend. i.e. i.250mm dia DI Pipes (Class-K9)	4.00	No.	15348.60	61,394.40
5	Laying in trenches double socket Ductile from collars conforming to IS 1538 (Part-IX) as per specification all complete, including cost of collar. i.e. i.250mm dia DI Pipes (Class-K9)	6.00	No.	8614.00	51,684.00
6	Laying in trenches double socket Ductile Iron Tee conforming to IS. 1538 Part-XI) as per specification all complete, including cost of tee. i.e. i.200 x 250mm DI Tee	2.00	No.	18167.70	36,335.40
ii.	250 x 200mm DI Tee	2.00	No.	16914.70	33,829.40
7	Laying in trenches Ductile Iron Plugs conforming to IS 1538-1993 (part-XVI) of the following nominal diameter as per specification complete, including cost of material. i.e. i.250mm dia DI Pipes (Class-K9)	2.00	No.	3445.60	6,891.20
8	Laying in trenches Double Flanged Duck foot Bend conforming to IS: 1538-1993 (part-XVIII). i.e. i.250mm dia DI Pipes (Class-K9)	4.00	No.	17384.60	69,538.40
9	Supplying all labour T&P materials and construction of thrust block for duck foot bend with excavated materials including watering and ramming all complete as per the direction of EIC i.250mm dia DI Pipes	4.00	No.	11213.00	44,852.00
10	Supplying all labour T&P materials and refilling the pipe line trench with excavated materials including watering and ramming all complete as per the direction of E.I.C.	1949.74	Cum	166.40	3,24,436.74
11	Supplying all labour T&P materials, fitting and fixing of DI sluice valves/ NR valve with double flanged ends for water works purposes for the following rating and nominal diameter including cost of nut bolt and rubber insertion transportation charges all complete as per specification and direction of EIC, but excluding the cost of CI sluice valves / N.R. valves which will be supplied by the department. i.e. i.250 mm DI (D/F) butterfly valve (standard) PN-1.0	4.00	No.	55819.12	2,23,276.48
ii.	250 mm DI (D/F) NR Valve (standard) PN-1.6	2.00	No.	71184.81	1,42,369.62
12	Supplying all labour T&P materials, and fixing of single Air valve for water works purposes for the following diameter, including drilling the water main but excluding cost of Air valve and saddle complete as per specification and direction of EIC (Air valve & saddle will be supplied by the Deptt) i.25mm dia DI Single Air valve.	2.00	No.	10955.30	21,910.60
13	Supplying all materials, labour T&P for construction of sluice valve and NR valve chamber of inside size 0.90mx0.90mx1.20m in Brick masonry in cement mortar(1:6) using 25cmx12cmx8cm size Fly-ash brick of wall thickness 25cm over 15cm thick base concrete in cement concrete (1:4:8)using 40mm size crusher broken hard granite metal, plastering inside wall, outside wall 30cm from top and top of wall in cement mortar(1:6)with neat cement punning providing 7.5cm thick precast RCC cover slab (two pieces)in cement concrete(1:2:4)using 12mm size crusher broken hard granite	6.00	No.	15618.50	93,711.00

	chips with 15kg MS reinforcement including excavation of chamber in all kinds of soil and refilling outside including transportation, taxes & royalties etc all complete as per direction of Engineer-in-charge. i.80mm to 350mm CI SV/NRV				
14	Supplying all materials, labour, T&P for Construction of Air valve chamber of inside size 0.60m x 0.60m x 1.20m in Brick masonry in CM(1:6) with wall thickness 25cm over 15cm thick base concrete in CC(1:4:8) using 40mm size CBHG metal, plastering inside wall, out side wall, 30 cm from top and top of wall in CM (1:6) with neat cement punning, providing 7.5cm thick precast R.C.C. cover slab (two piece) in C.C. (1:1.5:3) using 12 mm size HG chips with 9 kg MS reinforcement (8mm) including excavation of chamber in all kinds of soil and refilling outside with excavated earth including transportation, taxes & royalties etc. all complete as per the 25 mm dia D.I. Single Air valve	2.00	No.	10992.60	21,985.20
15	Supplying all materials, labour T&P and cutting metalised road for taking pipe line through and making good the damaged as per direction of EIC. i.e. i. Metalised Road	60.00	Mtr.	456.60	27,396.00
ii.	Asphalt or Bituminous road	116.00	Mtr.	511.50	59,334.00
16	Supplying all labour, T&P for cutting CC Road for laying of PVC Pipe.	30.51	Cum	858.60	26,195.89
17	Supplying all labour, T&P for C.C. (1:24) with 12mm size hard granite chips and mending good the damages of C.C. Road for laying of PVC Pipe line with all complete.	30.51	Cum	8185.90	2,49,751.81
18	Construction of Display Board	1.00	No.	5663.00	5,663.00
19	Supplying & Laying in trenches M.S. Pipes of all Classes confirming to IS:3589-2001 & IS:3601-2006 of the following outside dia as per specification etc. Complete. (E.W. in trenches, jointing of pipes, specials & fittings to be measured separately) including cost of pipe. i.e. i.273mm OD 6.3mm thick MS pipe.	455.00	Mtr.	3546.42	16,13,621.10
20	Supplying of MS flanges of MS plate confirming IS specification with grinding, polishing, testing etc all complete as per specification. i.273mm OD 6.3mm thk MS pipe	10.00	No.	2985.97	29,859.70
21	Supplying all materials, labour, T&P for flame Cutting & facing of M.S. Plate upto 8mm thick as per specification etc. complete. i.e. i.273mm OD MS pipe	8.57	Mtr.	1114.66	9,552.64
22	Providing joints by welding with two welding beads/Pass, confirming to IS:816-1998 (Single 60° Butt Weld) to M.S. Pipes & fittings at site by using welding generator including testing of joints, as per specification complete. i.e. i. 273mm OD MS pipe	91.01	Mtr.	2550.42	2,32,113.72
23	RCC pillar@5mtr c/c to support MS pipe @ culvert crossing	12.00	No.	12754.00	1,53,048.00
1	RISING MAIN (ZONE-II) : Supplying all labour T&P materials for earth work in excavation of foundation in all kinds of soil (ordinary, Hard and slushy soil) including fine dressing and levelling the bed with in initial lead of 50 mtr and initial lift of 1.50 mtr etc all complete as per the direction of EIC. (excavation of earth to be done 0.90 mtr above the dia of pipe and 0.30mtr wider than the dia of pipe)	2316.48	Cum	299.53	6,93,855.25
2	Laying in benches centrifugally cast (spun) Ductile Iron pressure socket and spigot pipes class K9 with cement mortar lining conforming to IS: 18329 of the following nominal diameter as per specification, complete for push on rubber gasket jointing Including cost of pipe. i.200mm dia DI Pipes (Class-K9)	4270.00	Mtr.	2756.30	1,17,69,401.00
3	Providing push-on-joints conforming to IS:3114-1994 to Centrifugally Spun) Cast Iron Pipes or Ductile Iron Pipes using Rubber Gaskets confirming to IS : 5382 of SBR quality	854.00	No.	390.30	3,33,316.20

	including cost of rubber gasket testing of joints as per specification complete. i.e. i.200mm dia DI Pipes (Class-K9)				
4	Supply fitting foxing & Laying in trenches double socket Ductile Iron Bends conforming to IS 1538 (Part-X) as per specification all complete, including cost of bend. i.e. i.200mm dia DI Pipes (Class-K9)	6.00	No.	10493.40	62,960.40
5	Laying in trenches double socket Ductile Iron collars conforming to IS 1538 (Part-IX) as per specification all complete, including cost of collar. i.200mm dia DI Pipes (Class-K9)	6.00	No.	6264.70	37,588.20
6	Laying in trenches double socket Ductile Iron Tee conforming to IS. 1538 Part-XI) as per specification all complete, including cost of tee. i.e. i.200 x 200mm DI Tee	2.00	No.	12686.10	25,372.20
ii.	200 x 150mm DI Tee	2.00	No.	11589.80	23,179.60
7	Laying in trenches Ductile Iron Plugs conforming to IS 1538-1993 (part-XVI) of the following nominal diameter as per specification complete, including cost of material. i.200mm dia DI Pipes (Class-K9)	2.00	No.	2192.60	4,385.20
8	Laying in trenches Double Flanged Duck foot Bend conforming to IS: 1538-1993 (part-XVIII). i.e. i.200mm dia DI Pipes (Class-K9)	4.00	No.	11589.80	46,359.20
9	Supplying all labour T&P materials and construction of thrust block for duck foot bend with excavated materials including watering and ramming-II complete as per the direction of EIC i.200mm dia DI Pipes	4.00	No.	11213.00	44,852.00
10	Supplying all labour T&P materials and refilling the pipe line trench with excavated materials including watering and ramming all complete as per the direction of E.I.C.	2182.28	Cum	166.40	3,63,131.39
11	Supplying all labour T&P materials, fitting and fixing of CI sluice valves/ NR valve with double flanged ends for water works purposes for the following rating and nominal diameter including cost of nut bolt and rubber insertion transportation charges all complete as per specification and direction of EIC, but excluding the cost of CI sluice valves / N.R. valves which will be supplied by the department. i.200 mm DI (D/F) butterfly valve (standard) PN-1.0	4.00	No.	26287.63	1,05,150.52
ii.	200 mm DI (D/F) NR Valve (standard) PN-1.6	2.00	No.	50716.94	1,01,433.88
12	Supplying all labour T&P materials, and fixing of single Air valve for water works purposes for the following diameter, including drilling the water main but excluding cost of Air valve and saddle complete as per specification and direction of EIC (Air valve & saddle will be supplied by the Deptt) i.25mm dia DI Single Air valve.	3.00	No.	10955.30	32,865.90
13	Supplying all materials, labour T&P for construction of sluice valve and NR valve chamber of inside size 0.90mx0.90mx1.20m in Brick masonry in cement mortar(1:6) using 25cmx12cmx8cm size Fly-ash brick of wall thickness 25cm over 15cm thick base concrete in cement concrete (1:4:8)using 40mm size crusher broken hard granite metal, plastering inside wall, outside wall 30cm from top and top of wall in cement mortar(1:6)with neat cement punning providing 7.5cm thick precast RCC cover slab (two pieces)in cement concrete(1.2:4)using 12mm size crusher broken hard granite chips with 15kg MS reinforcement including excavation of chamber in all kinds of soil and refilling outside including transportation, taxes & royalties etc all complete as per direction of Engineer-in-charge. i.80mm to 350mm CI SV/NRV	5.00	No.	15618.50	78,092.50
14	Supplying all materials, labour, T&P for Construction of Air valve chamber of inside size 0.60m x 0.60m x 1.20m in Brick	2.00	No.	10992.60	21,985.20

	masonry in CM(1:6) with wall thickness 25cm over 15cm thick base concrete in CC(1:4:8) using 40mm size CBHG metal, plastering inside wall, out side wall, 30 cm from top and top of wall in CM (1:6) with neat cement punning, providing 7.5cm thick precast R.C.C. cover slab (two piece) in C.C. (1:1.5:3) using 12 mm size HG chips with 9 kg MS reinforcement (8mm) including excavation of chamber in all kinds of soil and refilling outside with excavated earth including transportation, taxes & royalties etc. all complete as per the 25 mm dia D.I. Single Air valve				
15	Supplying all materials, labour T&P and cutting metalised road for taking pipe line through and making good the damaged as per direction of EIC. i. Metalised Road	40.00	Mtr.	456.60	18,264.00
ii.	Asphalt or Bituminous road	63.00	Mtr.	511.50	32,224.50
16	Supplying all labour, T&P for cutting CC Road for laying of PVC Pipe.	38.43	Cum	858.60	32,996.00
17	Supplying all labour, T&P for C.C. (1:2:4) with 12mm size hard granite chips and mending good the damages of C.C. Road for laying of PVC Pipe line with all complete.	38.43	Cum	8185.90	3,14,584.14
18	Supplying & Laying in trenches M.S. Pipes of all Classes confirming to IS:3589-2001 & IS:3601-2006 of the following outside dia as per specification etc. Complete. (E.W. in trenches, jointing of pipes, specials & fittings to be measured separately) including cost of MS pipe. i.e. i.219.1mm OD 6.3mm thick MS pipe.	425.00	Mtr.	2830.42	12,02,928.50
19	Supplying of MS flanges of MS plate confirming IS specification with grinding, polishing, testing etc all complete as per specification. i.e. i.219.1mm OD 6.3mm thick MS pipe	8.00	No.	2985.97	23,887.76
20	Supplying all materials, labour, T&P for flame Cutting & facing of M.S. Plate upto 8mm thick as per specification etc. complete. i.219.1mm OD MS pipe	5.50	Mtr.	1114.66	6,130.63
21	Providing joints by welding with two welding beads/Pass, confirming to IS:816-1998 (Single 60* Butt Weld) to M.S. Pipes & fittings at site by using welding generator including testing of joints, as per specification complete. i. 219.1mm OD MS pipe	73.10	Mtr.	2550.42	1,86,435.70
22	RCC pillar@5mtr c/c to support MS pipe @ culvert crossing	10.00	No.	12754.00	1,27,540.00
1	Pump & Motor (ZONE-I) : Supplying of Horizontal Centrifugal pump motor set suitable at reservoir including all taxes and carriage of materials and lowering of Submersible pump set including all necessary connection etc. complete as per the direction of Engineer in charge with 100% Standby. i.40HP (H-65.0 mtr, D-25 Lps) - 2nos.	80.00	HP	9321.62	7,45,729.60
2	Supplying of Auto start three phase Auto Transformer Starter control panel for horizontal submersible pump as per ISI specification suitable for the for above variable speed submersible pump set as above including installation and cost of all taxes etc. complete as per the direction of Engineer in charge.	80.00	HP	3496.10	2,79,688.00
3	Supplying of 6 sqmm. three core submersible flat cable of reputed brand i.e. Finolex or Havels made with ISI marked including cost of all taxes and carriage etc. complete as per the direction of Engineer in charge.	80.00	Mtr.	238.00	19,040.00
4	Supply of 25 Sqmm 31/2 core Aluminium Armoured cable (Nicco make)	30.00	Mtr.	228.00	6,840.00
5	Supply of 1000 x2000mm Shock Proof Rubber mat having thickness 13mm capable of withstanding 5W.V. confirming to its specification (10kg)	1.00	No.	1864.00	1,864.00
6	Supplying of all labour, T&P and installation of 40 HP submersible pump set including lowering of column pipe with	1.00	No.	15000.00	15,000.00

	supply of Nut Bolt, rubber insertion sheet, installation of control panel board, laying of flat cable & armoured cable through suitable casing pipe including earth work and cost of all materials etc. all complete.				
1	Pump & Motor (ZONE-II) : Supplying of Horizontal Centrifugal pump motor set suitable at reservoir including all taxes and carriage of materials and lowering of Submersible pump set including all necessary connection etc. complete as per the direction of Engineer in charge with 100% Standby. i.25HP (H-65.0 mtr, D-15 Lps) - 2nos.	50.00	HP	9321.62	4,66,081.00
2	Supplying of Auto start three phase Auto Transformer Starter control panel for horizontal submersible pump as per ISI specification suitable for the for above variable speed submersible pump set as above including installation and cost of all taxes etc. complete as per the direction of Engineer in charge.	50.00	HP	3496.10	1,74,805.00
3	Supplying of 6 sqmm. three core submersible flat cable of reputed brand i.e. Finolex or Havels made with ISI marked including cost of all taxes and carriage etc. complete as per the direction of Engineer in charge.	60.00	Mtr.	238.00	14,280.00
4	Supply of 25 Sqmm 31/2 core Aluminium Armoured cable (Nicco make)	20.00	Mtr.	228.00	4,560.00
5	Supply of 1000 x2000mm Shock Proof Rubber mat having thickness 13mm capable of withstanding 5W.V. confirming to its specification (10kg)	1.00	No.	1864.00	1,864.00
6	Supplying of all labour, T&P and installation of 25 HP submersible pump set including lowering of column pipe with supply of Nut Bolt, rubber insertion sheet, installation of control panel board, laying of flat cable & armoured cable through suitable casing pipe including earth work and cost of all materials etc. all complete.	1.00	No.	12000.00	12,000.00
				Total	3,49,53,032.55
1	The contractor shall maintain the PWS project for Five (5) calendar years from the completion date of defect liability period of one year in such a manner that all the house hold of the PWS Scheme covered area will get (adequate) required quantity of supply water taking supply hour as 8hour/day without facing any problem. The contractor shall repair and replace any types of defect arise within 24 hr of receipt of complaint either from public or from Department. The contractor shall maintain all structure of the PWS schemes as per terms and conditions of DTCN & technical specification mentioned in Section-5. (OM for 5years)	5.00	Year	349530.00	17,47,650.00
				Total	3,67,00,682.55
				Say	3,67,00,683.00

Superintending Engineer,
RWS&S Division, Angul:at:Talcher

PERFORMANCE BANK GUARANTEE

To

_____ [name of Employer]
_____ [address of Employer]

WHEREAS _____ [name and address of Contractor]
(hereafter called "the Contractor") has undertaken, in pursuance of Contract No. _____
dated _____ to execute _____ [name of Contract and brief description
of Works] (hereinafter called "the Contract").

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

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

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

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

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

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

Signature and Seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

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

UNDERTAKING

I the undersigned do here by undertake that our firm M/s.....
..... Agree to abide by this bid for a perioddays for the
date fixed for receiving the same and it shall be binding on us and may be accepted at any time
before the expiration of that period.

(Signed by an authorized officer of the Firm)

Title of Officer

Name of the firm

DATE

Form of Bid-Security Declaration

From

Contractor Name and Address

Date

Bid No.:

Name of Work :

To

The Superintending Engineer,
RWSS Division, Angul :at: Talcher

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.
2. I/We accept that the Authority/ Employer/ Tender Inviting Authority shall cancel our empanelment and / or suspend/prohibit/debar/blacklist from participating in bidding in any contract of the State for a minimum period of 180 days, if we are in breach of our obligation(s) under the bid conditions, because I/ we:
 - (a) have withdrawn our Bid prior to the expiry date of the bid validity specified in the Letter of Bid or any extended date provided by us; or
 - (b) having been notified of the acceptance of our Bid by the Employer prior to the expiry date the bid validity in the Letter of Bid or any extended date provided by us,
 - i. fail or refuse to furnish the Performance Security and, Additional Performance Security, if required in accordance with the ITB/ Terms of the Bid Document/RFP, or
 - ii. fail to agree to the decisions of the contract negotiation meeting or
 - iii. fail or refuse to execute the Contract.
3. We understand this Bid-Security Declaration shall expire if we are not the successful Bidder, upon the earlier of your notification of the name of the successful Bidder through award of contract; or (ii) after the expiry date of the Bid validity.

Name of the Bidder* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____,

*:In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

** :Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

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

SECTION-7
PROJECT EXECUTION & SUPERVISION

Project Execution & Supervision Aspects, Contract Management Framework & Payment Schedule

A. PROJECT EXECUTION & SUPERVISION ASPECTS :

- A-1 The Bidder, who shall act as contractor for the project shall be composed of qualified and experienced experts, who can carry out all the routine construction works as a fully competent and independent unit.

However, in preparing his proposal for the construction, the Bidder should allow for a suitable mechanism which will ensure thorough co-ordination of the design and execution teams, so that each team is at all times fully aware of the remedies to common problems used by the other team.

- A-2 **A Lead Project Engineer** on behalf of the bidder (Contractor) should be named in the contract with whom day to day interactions shall be made by the Engineer for execution and supervision of works.

- A-3 The Bidder shall provide competent personnel for the project execution and supervision who shall be managed by the Lead Project Engineer at site in performing the assignment under this contract.

The Bidders personnel should have the required experience and expertise in conducting similar type of works with highest professional standards.

The Bidder is required to set up the site office and make their own arrangements for the accommodation, furniture and equipment etc.

The project execution and supervision personnel should be mobilized from the date of commencement of works by the Bidder. During the defects liability period, the Bidder would be expected to provide technical advisory services on an “as required” basis. No office set-up is expected to be provided by the Bidder.

After award of the contract, the client expects all of the proposed personnel to be available during implementation of the contract.

- A-4 It is the duty of the Bidder (Contractor) to;
- (1) Ensure that high quality of construction is achieved;
 - (2) Ensure that all works are carried out in full compliance with the engineering design, technical specifications and contract documents;
 - (3) Check/conduct all necessary measurements, tests, and control the quality of various items of works and in accordance with the relevant code of civil and PH specification with the latest edition.

B. CONTRACT MANAGEMENT FRAMEWORK :

B-1 The execution of the works shall be governed by the Contract Management Framework (CMF)

The main features of CMF are described in the paragraphs that follow:

To administer the contracts under the project, the Employer [insert Name] will be the Contractual “**Employer**”.

The [insert name] shall be the “**Engineer**” of the project and will work as the representative of

the Employer.

The Bidder shall be termed as Contractor for the project in accordance with Odisha PWD Code.

The Employer [insert name] will define the objectives of the project, and ensure that the execution is within the scope defined in the objectives.

The Employer [insert name] in particular to sanction variation orders, including variation in quantities and additional work items proposed by the Bidder, and all other items requiring specific approval from the Employer by following procedures as per OPWD code.

The Employer [insert name] shall take approval of Government in accordance with Rules of OPWD Code where ever necessary.

B-2 Duties and responsibilities of the Engineer:

The duties of the Engineer are to administer the works contract and ensure that the contractual clauses, whether related to quality or quantities of work, are respected. The duties of the Engineer include issuing of decisions; certificates and orders as specified in details in the construction contract documents. The Engineer will also co-ordinate the teams, to ensure that the technical policies are correctly and consistently implemented.

The principal responsibilities of the Engineer will be, but not be limited to, the following:

- (a) To give the order to commence the works;
- (b) To inspect Bidder's plant and equipments and recommend augmentation/rectification of deficiencies, if required
- (c) To order special tests of materials and/or completed works, and/or order removal and substitution of improper materials and/or the works as required;
- (d) Approve and/or issue working drawings including variations thereof arising out of change in design as per site requirements
- (e) Monitor and verify the correctness of the as-built' drawings supplied by the Bidder;
- (f) To monitor the progress of the works;
- (g) To review all the tests result/certificates of all construction materials and inspect sources of materials to establish their quality suitable to the required standard.
- (h) To check and certify the laboratory and field tests carried out by the Bidder and also carry out independent tests, if required. The report of such test shall be submitted to the Engineer-in-Charge within a period of 7 days of such tests.
- (i) To issue completion certificate of part or all the works;
- (j) To inspect the works during the construction period and the Defects Liability Period, and to issue Defects Liability Certificates after rectification by the Bidder of defects notified to him by the Engineer;
- (k) To advise the Employer on all matter relating to execution of the works and claims from the Bidder, and to make recommendations thereon, including the possible resource to arbitration;
- (l) To approve the setting out the works;
- (m) To approve materials and sources of materials;
- (n) To instruct the removal from the site of materials which are not as per specifications or reconstruction of parts of the works which do not comply with the specification;
- (o) To issue monthly progress reports;
- (p) To issue interim payment certificates for works carried out by the Bidder, and certify completion of parts or the totality of the works (payments are to be recorded in the measurement book before issue of interim certificates);
- (q) To assist the Employer in providing clarification/explanation to observations made, from time to time by the Accountant General's office/Auditors.

B-3 Actions Requiring Specific approval of the Employer:

The Engineer will be required to obtain the specific approval of the Employer before taking any of the following actions:

- (a) Approving subcontracting of any parts of the Works;
- (b) Certifying additional cost;
- (c) Determining an extension of time;
- (d) Issuing a variation order, except
 - (i) In an emergency situation, as reasonably determined by the Engineer as per OPWD code
 - (ii) When there is no financial impact;
- (e) Fixing rates or prices;
- (f) Approving programme for execution of works; and,
- (g) Suspension of works.

B-4 Duties & Responsibilities of the Lead Project Engineer:

The duties of the Lead Project Engineer of the bidder (Contractor) are, to supervise construction of the works and, to test and examine any material to be used or workmanship employed in connection with the works. The principal responsibilities of the Lead Project Engineer of the bidder (Contractor) are likely to be as follows:

1. To ensure that the construction work is accomplished in accordance with the technical specifications and Contract Conditions.
2. To identify construction problems and delays and to recommend to the Engineer, actions to expedite progress
3. To ensure proper keeping of records
4. To monitor and check the day-to-day quality control and quantity measurements of the work carried out under the Contract and prepare the monthly payment certificates.
5. To prepare in consultation with the Employer, a Construction Supervision Manual outlining routine and procedures to be applied in contract management, construction supervision and administration;
6. To prepare a maintenance manual outlining the routines to be adopted in each specific reach;
7. To comply with his contractual obligations in executing work in all matters concerning safety and care of the works (including the erection of temporary signs) and, if required, to request the Bidder to provide any necessary lights, guards, fencing and watchmen for smooth and effective working and traffic flow.
8. To write a day-by-day project diary which shall record all events pertaining to the administration of the contract, request forms and orders given to the Bidder, and any other information which may at a later date be of assistance in resolving queries which may arise concerning execution of the works;

C. Data, Services and Facilities to be provided by the Employer :

Attention is drawn to the following which are **not provided by the Employer** and are to be arranged by the Bidder at his own cost.

The Government of Odisha will not provide office accommodation. The Bidder shall make his own office accommodation arrangements for their office staff for each of the field supervision teams including furniture, equipment, operation and maintenance.

The Government of Odisha will not provide project vehicles to the Bidder. The Bidder shall make his own arrangements in respect of vehicles. The Bidder shall ensure that vehicles for the team are of good makes and are of excellent working condition.

The Bidder shall be responsible for making his own arrangements for survey equipment.

The Bidder shall be responsible for making his own arrangements for communications.

Site Laboratories: The site laboratories (including furniture, equipment, running and maintenance) shall be provided by the Bidder, the cost of which is inclusive in this turn-key contract. The laboratory equipment shall be as specified and as required by the Engineer.

D-1 Reporting Requirements:

The Lead Project Engineer of the bidder (Contractor) in charge of the PWS wrk site shall prepare and submit to the Engineer five copies each of the following reports:

- (i) **Monthly Reports:** The Lead Project Engineer of the bidder (Contractor) shall, no later than the 10th of each month, prepare a brief progress report summarizing the progress of the construction contract. The report shall outline any problem encountered (administrative, technical or financial) and give recommendations on how these problems may be overcome. The report should record the status of payment.
- (ii) **Quarterly/Annual Reports:** The Lead Project Engineer of the bidder (Contractor) shall prepare a comprehensive report summarizing all activities annually. Such reports shall summarize the progress of the Contract, all contract variations and change orders, the status of Bidder claims, if any, brief descriptions of the technical and contractual problems encountered and Engineer's/Employer's suggestions on how to overcome those, financial status of the Contract as a whole consisting of the costs incurred and costs forecast, as well as financial plan (by the Employer) and other relevant information for the ongoing Contract.
- (iii) **Sectional/Final Completion Report:** The Lead Project Engineer of the bidder (Contractor) shall prepare a comprehensive Final Completion Report for the Contract when it reaches a stage of substantial completion during the period of the services. Completion Reports must also be submitted immediately after the taking over of each Section or part of the Permanent Works. The Reports shall summarize the method of construction and supervision and recommendations for future projects of similar nature to be undertaken by the employer.

Besides the above, five copies each of Construction Supervision and Maintenance Manuals are to be submitted along with the Final Completion Report.

D-2 Documents prepared shall be the property of the Employer:

All plans, drawings, specifications, designs, reports and other documents (both computer hard copies and soft copies) prepared by the Bidder in performing the works shall become and remain the property of the Employer, and the Bidder shall not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Bidder may retain a copy of such documents but shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

E-1 Procedure for Payment:

The Bidder shall submit all bills to the Engineer who will process the bills for payment after due scrutiny of work actually completed including their quality.

Payment to the Contractor will be released as per actual measurement. For payment of bill towards FHTC (Functional house tap connection) the contractor need to submit photocopy of adhar card of each beneficiary

However, in no case, the total payment made to the bidder shall exceed the Percentage Rate Contract Value for which the agreement is signed except change in scope, compensation or bonus etc. as admissible as per the contract.

Detail Project/Work accounts will be kept by the concerned Divisional Accountant, who shall perform his duties as per rules of OPWD Code. All bills furnished by the bidder shall be routed through the Divisional Accountant to the Superintending Engineer, for payment.

GOVERNMENT OF ODISHA
WORKS DEPARTMENT

OFFICE MEMORANDUM

No. 07764600022025 173 /W., Bhubaneswar Dt. 03/01/26

Sub:- Amendment of Codal & Contractual Provisions.

After careful observation, Government has been pleased to abolish the extant provisions of threshold negative bid caps (14.99%) introduced in Appendix-IX, Clause 36 of OPWD Code Volume-II in the procurement of works undertaken by the Govt of Odisha and its agencies to ensure the procurement process results in a viable and successful manner with adoption of following incremental **Additional Performance Security(APS)** system:

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

- I. where the bid price is below 0% but not below 10% of the project cost put to bid, no additional performance guarantee/security percentage is required.
- II. where the bid price is below 10% but not below 20% of the project cost put to bid, the additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price;
- III. where the bid price is 20% or more below of the project cost put to bid, the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price;
- IV. The additional performance guarantee percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.
- V. The additional performance security shall be treated as part of the performance security.

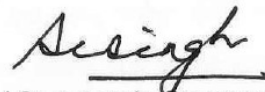
VI. Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and recommended to the competent authority of the Administrative Department for the approval of the Additional Performance Security(APS). An abnormally low bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Procuring Entity may, in such cases, seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the bid document. If, after evaluating the price analyses, the procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/ Proposal. However, it would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered as an abnormally low bid.

2. These amendments shall take effect from the date of issue of the O.M.

3. Accordingly, the relevant existing codal/contractual provision stands modified with effect from the date of issue of this O.M.

4. This has been concurred in by the Finance Department vide **File No. FIN-WF1-MISC-0102-2025**

By order of the Governor

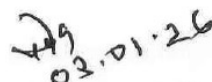


Principal Secretary to Government

Memo No. 174 /W, dated 03/01/26

Copy along with soft copy forwarded to Gazette Cell, Commerce and Transport (Commerce) Department, Bhubaneswar, for information and necessary action.

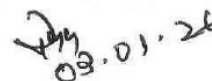
They are requested to publish the Office Memorandum in the extraordinary issue of the Gazette and supply 20 (twenty) copies to this Department.



EIC-cum-Special Secretary to Government

Memo No. 175 /W., Dt. 03/01/26

Copy forwarded to the P.S. to the Hon'ble Chief Minister, Odisha for the kind information of the Hon'ble Chief Minister.



EIC-cum-Special Secretary to Government

Memo No. 176 /W., Dt. 03/01/26

Copy forwarded to the P.S. to the Hon'ble Minister, Law, Works, Excise, Odisha for the kind information of the Hon'ble Minister.

Jh 03.01.26
EIC-cum-Special Secretary to Government

Memo No. 177 /W., Dt. 03/01/26

Copy forwarded to the OSD to the Chief Secretary, Odisha, for the kind information of the Chief Secretary, Odisha.

Jh 03.01.26
EIC-cum-Special Secretary to Government

Memo No. 178 /W., Dt. 03/01/26

Copy forwarded to Sr. P.S. to the DC-cum-ACS, Odisha, for the kind information of the DC-cum-ACS, Odisha.

Jh 03.01.26
EIC-cum-Special Secretary to Government

Memo No. 179 /W., Dt. 03/01/26

Copy forwarded to Principal Accountant General (A&E), Odisha, Bhubaneswar/ Principal Accountant General (E & SR Audit), Odisha, Puri Branch, Puri for kind information and necessary action.

Jh 03.01.26
EIC-cum-Special Secretary to Government

Memo No. 180 /W., Dt. 03/01/26

Copy forwarded to P.S. to the Principal Secretary to Govt., Finance Department/ H & UD Department for the kind information of the Principal Secretary, Finance Department/ H & UD Department respectively.

Jh 03.01.26
EIC-cum-Special Secretary to Government

Memo No. 181 /W., Dt. 03/01/26

Copy forwarded to P.S. to the Commissioner-cum-Secretary to Govt., RD Department/ PR&DW Department for the kind information of the Commissioner-cum-Secretary, RD Department/ PR&DW Department respectively.

Jh 03.01.26
EIC-cum-Special Secretary to Government

Memo No. 182 /W., Dt. 03/01/26

Copy forwarded to the Finance Department/ H & UD Department/ RD Department/ PR&DW Department/DoWR/ all other Departments for information and necessary action.

Jh 03.01.26
EIC-cum-Special Secretary to Government

Memo No. 183 /W., Dt. 03/01/26

Copy forwarded to the FA-cum-Special Secretary to Government, Works Department for kind information and necessary action.

Jy
03.01.26

EIC-cum-Special Secretary to Government

Memo No. 184 /W., Dt. 03/01/26

Copy forwarded to all Collectors & DMs for information and necessary action.

Jy
03.01.26

EIC-cum-Special Secretary to Government

Memo No. 185 /W., Dt. 03/01/26

Copy forwarded to EIC(Civil-cum-Roads), Odisha /EIC, Water Resources, Odisha/ EIC, Rural Works, Odisha/ EIC (PH), H&UD Department/ EIC (RWSS) PR&DW Department/ EIC, DPQ, Odisha/ EIC, NHs, Odisha/ EIC-cum-Managing Director, OB & CC Ltd., Bhubaneswar, Odisha/ Chief Engineer, Roads-I & II, Odisha / Chief Engineer, Buildings-I & II, Odisha / Chief Engineer, NHs, Odisha/ Chief Engineer, Bridges, Odisha / Chief Engineer, P&IP, Odisha / Chief Engineer, RD &QP, Odisha /Chief Engineer, RW- I & II, Odisha / Chief Engineer, PH (Urban), Odisha / Chief Engineer, Electricity, Odisha / Managing Director, OCC Ltd., Bhubaneswar/ all State PSUs for kind information and necessary action.

Jy
03.01.26

EIC-cum-Special Secretary to Government

Memo No. 186 /W., Dt. 03/01/26

Copy forwarded to all CCEs/ SEs/ EEs of the Works Department for kind information and necessary action.

Jy
03.01.26

EIC-cum-Special Secretary to Government

Memo No. 187 /W., Dt. 03/01/26

Copy forwarded to Roads Section/ A/C-I Section /A/C-II Section/ Plan Section / Building Section / Budget Section / N.H. Section / FC & AA Section, Works Department for information and necessary action

Jy
03.01.26

EIC-cum-Special Secretary to Government

**GOVERNMENT OF ODISHA
FINANCE DEPARTMENT**

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

Dated 18.03.2021

OFFICE MEMORANDUM

Subject: Bid Security / Earnest Money Deposit (EMD)

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

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

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

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

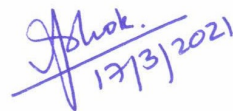
4. These instructions shall be applicable for all kinds of procurements viz Goods, Consultancy, Non-consultation and Works.

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

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

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

By Order of Governor,



(Ashok Kumar Meena)
Principal Secretary to Government

Memo No 8944 /F Dated 18.03.2021

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


Deputy Secretary to Government

Memo No 8945 /F Dated 18.03.2021

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


Deputy Secretary to Government

Memo No 8946 /F Dated 18.03.2021

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


Deputy Secretary to Government

Memo No 8947 /F Dated 18.03.2021

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


Deputy Secretary to Government

Memo No 8948 /F Dated 18.03.2021

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


Deputy Secretary to Government

Memo No 8949 /F Dated 18.03.2021

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


Deputy Secretary to Government

Memo No 8950 /F Dated 18.03.2021

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


Deputy Secretary to Government

Memo No 8951 /F Dated 18.03.2021

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


Deputy Secretary to Government

**GOVERNMENT OF ODISHA
FINANCE DEPARTMENT**

No 8952 /F
FIN-COD-MISC-0007-2019

Dated 18.03.2021

OFFICE MEMORANDUM

Subject: Performance Security

To ensure due performance of contract **Performance Security** is to be obtained from the successful bidder which is awarded the contract at the rate of **five to ten per cent** of the value of the contract as per para-22 of FDOM No 4939/F Dated 13.02.2012.

2. On account of slowdown in economy due to the pandemic, the State Government is in receipt of many representations that there is acute financial crunch among many commercial entities and contractors, which in turn is affecting timely execution of the contracts. It has also been represented that this may affect the ability of contractors to bid in tenders and hence reduce competition. Requests are being received for reduction in quantum of Security Deposits in the Government contracts. Besides, Government of India have also reduced the rate of Performance Security from **five to ten per cent** to three per cent of the value of the contract.

3. In view of the above, **the State Government is pleased to reduce Performance Security from existing five to ten per cent to three per cent of the value of the contract for all existing contracts.** However, the benefit of the reduced Performance Security will not be given in the contracts under dispute wherein arbitration/ court proceedings have been already started or are contemplated.

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4. All tenders / contracts issued/ concluded till **31.12.2021** should also have the provision of reduced Performance Security.

5. In all contracts where Performance Security has been reduced to 3%, in view of above stipulations, the reduced percentage of Performance Security shall continue for the entire duration of the contract and there should be no subsequent increase of Performance Security even beyond **31.12.2021**. Similarly, in all contracts entered into with the reduced percentage of Performance Security of 3%, there will be no subsequent increase in Performance Security even beyond **31.12.2021**.

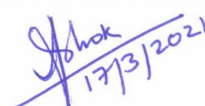
6. Wherever, there is compelling circumstances to ask for Performance Security in excess of three per cent as stipulated above, the same should be done only with the approval of the next higher authority to the authority competent to finalise the particular tender. Specific reasons justifying the exception shall be recorded.

7. These instructions will be applicable for all kinds of procurements viz. Goods, Consultancy, Works, Non-consulting Services etc.

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

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

By Order of Governor,



(Ashok Kumar Meena)
Principal Secretary to Government

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Memo No 8953 /F Dated 18.03.2021

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


Deputy Secretary to Government

Memo No 8954 /F Dated 18.03.2021

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


Deputy Secretary to Government

Memo No 8955 /F Dated 18.03.2021

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


Deputy Secretary to Government

Memo No 8956 /F Dated 18.03.2021

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


Deputy Secretary to Government

Memo No 8957 /F Dated 18.03.2021

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

Apur 18/3/2021
Deputy Secretary to Government

Memo No 8958 /F Dated 18.03.2021

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

Apur 18/3/2021
Deputy Secretary to Government

Memo No 8959 /F Dated 18.03.2021

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

Apur 18/3/2021
Deputy Secretary to Government

Memo No 8960 /F Dated 18.03.2021

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

Apur 18/3/2021
Deputy Secretary to Government



**GOVERNMENT OF ODISHA
OFFICE OF THE ENGINEER-IN- CHIEF
RURAL WATER SUPPLY AND SANITATION,
BHUBANESWAR**

By Fax/E-Mail/Speed Post
Jal O Parimal Bhawan,
Unit-V, Bhubaneswar-751001, Odisha
Tel: 0674-2395734
Fax: 0674-2394946
E-mail: cerwssodisha@gmail.com

No.RWSS

9432

Dated, 01/11/2021

To

The SEs/EEs of All RWS&S, Divisions

Sub:- Substitution of O&M clause for Annual Maintenance of Single Village/Multi Village/Retro fitting Schemes with Ground Water Source

Sir,

I am to enclose herewith the Revised Terms and Conditions on O&M of Single Village/Multi Village/Retro fitting Schemes without WTP.

The above Annual Maintenance clause shall be substituted against the existing O&M clause of SBD for the tenders to be invited against SVS/MVS/Retrofitting Schemes without WTP. If practicable, it may also be included as a corrigendum for tenders of PWS Schemes of said categories already invited.

The above instruction may be strictly adhered to.

Encl : As above

Yours faithfully,

Engineer-in-chief

Copy communicated to:

1. The Director DW&S , PR & DW Department , Govt. Of Odisha for favour of kind information .
2. All the Additional Chief Engineer , RWS&S Circles (O) for favour of information .

9. Annual Maintenance of Single/Multi village RPWS Scheme

- 9.1 All materials, components of the piped water supply systems during the period of maintenance shall be the property of Gram Panchayat /VWSC where the system is installed. The standby pupmsets shall be handed over to the GP after commissioner.
- 9.2 The break down maintenance of the entire system including supply of necessary spare parts, if any are under the coverage of warranty clause of the General Terms and conditions and special terms and condition for a period of 5 years inclusive of defect liability for one year in such a manner that every household covered under the PWS scheme will get required quantity of supply water @ 70 LPCD.
 - 9.2.1 05 Years of maintenance period shall begin on the date of 100% commissioning of work of the PWS Systems.
 - 9.2.2 During the maintenance period of 5 years of the systems, if there is defect in any component including pipes, the agency shall be responsible for immediate replacement / rectification. The damaged component is to be repaired. If it is felt that the component may not yield the desired workability after repair, then the same may be replaced by the agency with a new one at their own cost. However, in case the pump and motor needs replacement during 1st year of operation/warranty period whichever is more the same has to be done by the agency. Beyond the aforesaid period the replacement of pump & motor if felt necessary by the Engineer-In-Charge (due to uneconomical cost of repair) shall be done by the department. However, regular repair of pump & motor as and when required shall be done by the agency during 05 years of O&M Period.

9.3 Annual Maintenance Instructions:

- 9.3.1 The agency has to prepare a complete inventory of assets with detailed plan before handing over to the GP after 100% commissioning of the projects.
- 9.3.2 Replacement and repair of damaged part shall be carried out immediately during the maintenance period so as to ensure normal supply of drinking water on daily basis.
- 9.3.3 System operation reports in the checklist format(copy enclosed) shall be furnished by the junior Engineer concerned on quarterly basis to SDO who shall verify the same & submit to Executive Engineer.
- 9.3.4 The agency has to ensure replacement of worn out parts and components during the maintenance period of five years for which he has to keep minimum stock of essential spares at the head work site.
- 9.3.5 Repair and maintenance of FHTC connections up to the property boundary of beneficiaries shall be undertaken by the agency.
- 9.3.6 Cost of replacement of any part/component affected due to force majeure/ theft shall be borne by GP/RWSS.

9.4 Routine, Preventive & Breakdown Maintenance:

Routine and preventive maintenance are required to be carried out on components of the systems on monthly/quarterly/half yearly/ annual basis to minimize breakdown and to ensure smooth and trouble free running of the project. The agency shall be responsible to carry out the routine and preventive maintenance and replacement of the equipment if any of the water supply system and he shall provide all labour, materials, consumables etc. for such routine and preventive maintenance at his own cost which should be duly recorded in the log book by the contractor. However the consumable required for treatment of water such as Alum, Lime and bleaching powder shall be provided by the department.

- 9.4.1 Periodical maintenance of all valves shall be done quarterly. The change of spindle and bulb shall be done as and when required.

- 9.4.2 Maintenance of Internal electrification shall be done as and when required.
- 9.4.3 Maintenance of disinfection system should be done every day such that the residue is cleaned and the plant runs in proper operating condition.
- 9.4.4 a. The pump house, compound wall (includes doors, windows, window grills main gate etc.) RCC UGR/OHR shall be painted at the end of 2nd year & 4th year by approved paint as per the direction of Engineer-In-Charge.
- b. The GI/MS Pipe used for UGR/OGR in head works and distribution system shall be painted with ant-corrosive paint every year prior to Monsoon.
- 9.4.5 The RCC UGR/OHT shall be disinfected every year after cleaning properly.
- 9.4.6 The pumps and motors installed shall be removed for overhauling in the manufacturer's approved service centre and to replace the worn out parts at the end of 2nd year & 4th year and if required before that.
- 9.4.7 Replacement of taps for institutional storage tank /stand post shall be done with the best quality taps within 24 hours of problem detected/ complaint received.
- 9.5 All the security deposit and maintenance cost will be released to the agency by the SE/EE RWSS only after recommendation of Junior Engineer, RWSS-/ Assistant Engineer, RWSS and Assistant Executive Engineer, RWSS.
- 9.6 The agency shall ensure all the complaints entered in the complaint register be attended within 24 hours.
- 9.7 The agency shall repair the following type of defects within 24 hours of receipt of complaint or shutdown of the scheme.
- I. Leakage in PVC /GI/HDPE/DI/CI pipe line, column pipe used for pump motors and for ESR/GSR
 - II. Leakage in Valve and stand post taps.

- III. Any type of internal electrical problem, problem in panel board, in pump & motor Cable etc.
 - IV. Repair of minor damage in pipe line up to 10 mt. due to any reasons beyond the control of agency. For such repair the cost of pipe will be borne by the department. Road damaged during restoration of pipe line shall be repaired and restored to pre-cut condition by the agency.
- 9.8 The structures and its premises (inside and outside) shall be maintained clean, free from bush and debris which should be reflected in quarterly report.
- All the cost of labour, materials for repair and replacement during the 05 years maintenance period including one year defect liability period shall be borne by the agency.
- 9.9 **Special conditions for retrofitting projects:**
- 9.9.1 The agency shall be responsible for operation and maintenance of the entire new infrastructure as well as assets existing earlier.
 - 9.9.2 Expenditure towards replacement of pre-existing pumps, valves, transformers and panel board, if any made during the O&M period shall be borne by GP from CFC/SFC fund.
 - 9.9.3 For all other infrastructure and new infrastructure created under retrofitting, comprehensive O&M responsibility shall be vested with the agency in line with new small projects.

System Operation Report (Quarterly)

Check List for Maintenance

Name of PWS:

Name of the contractor:

District/Division:

Block/GP/Village:

Date of the commission of the scheme:

Defect Liability period fromto

Agreement No. :

Maintenance period fromto.....

Report for the quarter from :.....to.....

Name of the person inspected / reported:

Designation (not below the rank of JE/AE):

1. Surrounding of Pump House, Intake Well,
OHT, WTP, UGR, clean & maintain
2. Painting and colouring done(once in every 2 years)
Month & year of last painting done to be indicated
3. Log Book updated (as per template):

yes	No
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Yes	No
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4. Leakage in Pipe Line/SV/NRV noticed:

Yes	No
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5. No. of FHTC provided and functioning:

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6. No of stand post(Incl. Institutions):
Provided and functioning

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7. No. of Complaint received during the last Quarter

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8. No. of complaint attended:

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9. Adequate pressure at the tail end.

Yes	No.
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10. PWS out of order due to power failure:

Days	Months
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11. PWS out of order due to mechanical and other failure: such as pipes damage, OHT leakage etc.

Days	Months
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Junior Engineer

Verified and found correct & recommended for payment.

Signature of SDO

Accepted for payment.

Signature of EE/SE

NB: In case AEE/ EE or SE does not agree to the report then he shall return the report to the reporting officer with reason.

Name of the Pump Driver:

[illegible]

- 61.25(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.

I. Addendum to special condition of contract

1. Payment to the contractor as per break up schedule mentioned in Section 3 & 8 may please be read as follows & all other terms & condition mentioned under the clauses remain unaltered.

(A) Original works:

1. All works except OHT/ UGR/ OGR/ WTP

- 15% of the agreement value excluding OHT/ UGR/ OGR/ WTP cost subject to completion of works minimum upto 15% except OHT/ UGR/ OGR/ WTP.
- Cumulative 30% the agreement value excluding OHT/ UGR/ OGR/ WTP cost subject to completion of works cumulative to 30% except OHT/ UGR/ OGR/ WTP.
- Cumulative 60% the agreement value excluding OHT/ UGR/ OGR/ WTP cost subject to completion of works cumulative to 60% except OHT/ UGR/ OGR/ WTP.
- Cumulative 90% the agreement value including subject to completion of works cumulative to 90% except OHT/ UGR/ OGR/ WTP.
- Balance 10% will be paid on successful completion and commissioning of the project.

2. For OGR/ UGR

- 1% on submission of drawing and designing after soil test.
- Cumulative 30% on completion of foundation and 1 meter height structure.
- Cumulative 80% on completion of side wall & dome.
- Cumulative 100% on completion of the structure including commissioning & testing.

3. For ESR/ OHT

- 1% on submission of drawing and designing after soil test.
- Cumulative 40% on completion of foundation and 50% of staging height of the structure.
- Cumulative 60% on completion of 100% staging height of structure.
- Cumulative 80% on completion of ring beam, lower dome, side wall and upper dome.
- Cumulative 100% on completion of the structure including commissioning & testing.

4. For WTP

SI No	Description of item	% of payment against the agreement value for WTP
1	On approval of layout plan, process design, hydrolic design, structural design & drawings of all components including electrical, mechanical, instrumentation and drawings, all ancillary facilities	1.00
2	On completion of Caseade Aerator with piping and valves all complete	3.0
3	On completion of raw water channel to rapid mixing unit along with flow measuring device and rapid mixing unit	2.5
4	On completion of horizontal flow baffle channel flocculate with piping & valves complete	7.0
5	On completion of settling tanks with piping & valve arrangement	17.50
6	On completion of filter house with filter units, water wash system, annex building, pump motors along with supply & installation of all required machineries including piping, valves, instrumentations, measuring, electrical items, internal electrification etc. all complete for smooth functioning	32.00
7	On completion of RCC beck wash overhead tank with piping & valve arrangements complete	11.00
8	On completion of Chemical house with Chemical storage & dosing units with mixing, piping & valve arrangement etc. all complete in all respect including internal electrification.	9.00
9	On completion of chlorine, dosing units with supply, fitting and fixing of all items, piping and valve arrangements etc. complete in all respect for smooth functioning	3.00
10	On completion of underground and open drainage as per scope of work	1.5
11	On completion of walkways and ping connection to CWR (piping labour only)	1.00
12	On sand filling of WTP area as and when required liming to area as stipulated in scope of work before and after foundation work	2.00
13	On sand filling of WTP area as and when required liming to area as stipulated in scope of work after foundation work & final dressing of WTP area	2.00
14	Inspection, testing, trial run, guarantee test, training, operation & maintenance manual, completion drawing and acceptance of the units	7.50
	TOTAL	100.00

B. Operation and maintenance works (5 years including one year defect liability period.

- 30% on successful completion of 1st year O&M
- Cumulative 45% on successful completion of 2nd year O&M
- Cumulative 60% on successful completion of 3rd year O&M
- Cumulative 75% on successful completion of 4th year O&M
- Cumulative 100% on successful completion of 5th year O&M

NB: Payment to the contractor for maintenance/ operation and maintenance (as the case may be) of the PWS schemes as per following.

1. The rate accepted for maintenance/ O&M cost for the PWS has to be deposited by the contractor as per clause mentioned in "G" i.e. additional special condition in section 3 valid up to the end of contract of maintenance/ O&M period in duly pledged in favour of EE concerned as security.
2. The payment will be released only after receipt of the certificate from the authority of VWSC or any other committee responsible for the PWS scheme in the village/ GP or any other member nominated by Engineer-in-Charge/ BDO/ JE-II/ AEE/ DEE concerned to the effect that the work has been done as per the conditions laid down in section 5 along with the checklist & the details of complaint received and compliance thereof.

3. The payment will be released as per above break up schedule on quarterly basis and at the end of each year after one year defect liability period and at the end of every year, the security deposit towards maintenance/O &M (as the case may be) will be refunded till 5th year.
4. In case the contractor fails to comply the terms and conditions of maintenance/ O&M of PWS scheme mentioned in section 5 and day to day compliance from the community, the security deposit will be forfeited.