PANCHAYATI RAJ & D.W DEPARTMENT

GOVERNMENT OF ODISHA

DTCN FOR CONST. OF BOUNDARY WALL, REPAIR OF PUMP HOUSE CUM OHT OF RPWS SCHEME TO VILL- CHARPALI UNDER DHANKAUDA BLOCKUNDER SAMBALPUR DISTRICT

ESTIMATED COST RS.13.27 LAKHS

BID ID NO- 09 OF 2026-27

PART-I: GENERAL & TECHNICAL BID

RURAL WATER SUPPLY & SANITATION ORGANIZATION

OFFICE OF THERWS&S DIVISION SAMBALPUR

e-mail-eerwsssbp@gmail.com

e - Procurement Notice

Bid identification No. 09 of 2026-27

The Superintending Engineer, RWS&S Division, on behalf of Governor of Odisha invites Lump sum composite bids in Double Cover system in online mode for **CONST. OF BOUNDARY WALL, REPAIR OF PUMP HOUSE CUM OHT OF RPWS SCHEME TO VILL- CHARPALI UNDER DHANKAUDA BLOCK OF SAMBALPUR DISTRICT** on item basis from eligible Class of contractors.

1.	Name of work	:	**CONST. OF BOUNDARY WALL, REPAIR OF PUMP HOUSE CUM OHT OF RPWS SCHEME TO VILL- CHARPALIUNDER DHANKAUDA BLOCK**
2.	No. of work	:	01 No
3.	Estimated Cost	:	Rs.13.27 Lakhs
4.	Cost of Tender paper	:	Rs.6,000/-
5.	Class of contractor	:	'C'
6.	Availability of Tender in website	:	16.10.2026
7.	Submission of Bid in online	:	16.10.2026 to 30.10.2026 upto 5.00 pm
8.	Date of seeking clarification	:	21.10.2026 upto 5:00 pm
9.	Date of opening of bids	:	31.10.2026 (11.00 A.M)
10.	Name and address of O.I.T.	:	Superintending Engineer, RWS&S Division, Sambalpur.
11	All other details can be seen from the web site	:	www.tendersodisha.gov.in
12	Bid cost and Bid security should be submitted in online mode.		
13.	Subsequent corrigendum/addendum if required shall only be appeared in above website		

Superintending Engineer
RWS&S Division Sambalpur

INVITATION FOR BID
(IFB)

SECTION 1
INSTRUCTION TO BIDDERS(ITB)

A. GENERAL INSTRUCTIONS

1. Scope of Bid

1.1. The Employer [SUPERINTENDING**ENGINEER,RWS&S DIVISION , SAMBALPUR**] invites bids for the work namely **CONST. OF BOUNDARY WALL, REPAIR OF PUMP HOUSE CUM OHT OF RPWS SCHEME TO VILL- CHARPALI UNDER DHANKAUDA BLOCK OF SAMBALPUR DISTRICT** on percentage(Item rate) basis.

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.

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. Bidders are advised to note the minimum qualification criteria specified in the "Instruction to Bidders" to qualify for the award of contract.

3.1.1. A Bidder shall be deemed to have the nationality of India.

3.1.2. Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law.

3.1.3. Registered Contractor of **("C " 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 authorized signatory of the applicant/bidder who shall also initial each page. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed and should be submitted 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 Executive Engineer and above in Rural Water Supply & Sanitation (RWS&S) of State of Odisha.

4 Qualification of the Bidder (Test of Responsiveness)

4.1. Prior to evaluation of bids, the Authority shall determine whether each bids is responsive to the requirements of the bid document. The bid shall be considered responsive only, if;

(a) It contains all the information and documents (complete in all respects) as requested in this bid document.

(b) it is accompanied by the Power of Attorney if any.

(c) It contains an original Bid security/Bid security declaration in specific format, and cost of the bid document in online mode of payment.

(d) Certificate from the Chartered Accountant specifying the financial turnover for the years to be taken into consideration as per Annexure-I;

(e) It does not contain any condition or qualification; and

(f) It is not non-responsive in terms thereof.

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 if any;

b) Financial Turnover of the bidder during last five financial years **as per Annexure-I**.

c) Experience in **laying of water pipe line & construction of Pump House or Pipe water supply related works** undertaken during last five financial years and clients who may be contacted for further information on those contracts.

d) Reports on the financial standing of the bidder, such as profit and loss statement and auditor's reports for the past five financial years;

e) Evidence of adequacy of working capital for this contract (access to line (s) of credit and availability of other financial resources)

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

g) Information regarding any litigation or arbitration resulting from contracts executed by the bidder in the last five 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);

h) 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 **laying of water pipe line & construction of Pump House or Pipe water supply related works** in any financial year during last five financial years upto bid submission deadline of value not less than the amount i.e. **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.

(b) Financial Capacity.

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

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

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

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

Year of completion	Weightage factor
2026-27	1.0
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) He/She must have completed any similar work.

(iv) The bidder has to provide documentary evidence from the Chartered Accountant certifying the payment for the work has been completed and received each year for the said work. The works will not be considered for evaluation, if the bidder fails to provide any documentary evidence along with the proposal.

(v) The bidder has to provide documentary evidence from the Client certifying the work has been completed. 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.

(vi) The bidder has to submit its financial documents certified by its Chartered Accountant, as mentioned in the Bid Document, with Valid UDIN Number. Any Financial Document Submitted without valid UDIN Number will not be considered for evaluation

(B) The Bidders should, however, undertake their own studies and furnish with their bid, a detailed construction, planning and methodology supported with layout and necessary drawings and detail calculations to allow the Employer to review their proposals. The numbers, types and capacities of each plant/equipment shall be shown in the proposals along with the cycle time for each operation for the given production capacity to match the requirements.

(C) Liquid assets and / or availability of credit facilities of not less than the amount indicated in the Annexure (Credit lines / letter of credit / Certificate from banks for meeting the fund requirements etc. usually the equivalent of the estimated cash flow for three months in peak construction period) "To be submitted by the bidder before acceptance of the bid on the event of selection of the firm as L1 bidder after evaluation of the financial bid."

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

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

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

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,

Assessed Available Bid capacity = (A x N x 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 2026-27] price level) taking into account the completed as well as works in progress.**

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

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

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

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

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

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

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

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

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly

completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or

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

4.8 The information required as per Clause No.1.5,1.6,1.13, 4.2(e) , 4.2(i) & Annexure-III format of Section-2 should preferably provided by the bidders. But non-submission will not be disqualifying criteria in Technical Evaluation.

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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 on 05.08.2026 at hours [04.00] at the office of RWSS Division Sambalpur.

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 "**CONST. OF BOUNDARY WALL, REPAIR OF PUMP HOUSE CUM OHT OF RPWS SCHEME TO VILL-CHARPALI UNDER DHANKAUDA BLOCK OF SAMBALPUR 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) Bid Security/Cost of bid document
(iii) Details of Bidder and supporting documents as specified in Appendix of Section 2
(iv) Certificates, undertakings, affidavits as specified in Section -1 & 2
(v) Undertaking that the bid shall remain valid for the period specified in Clause 15.1
(vi) Copy of valid Registration Certificate
(vii) Copy of PAN Card
(viii) GST Registration Certificate.
(ix) No relationship certificate
(x) Chartered Accountant Certificate with respect to financial turnover as per Annexure-I.

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 & EMD will 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 Lump sum price Bid submitted by the Bidder.

13.2 The Bidder shall fill the total bid price Lump Sum 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, initialing, dating and rewriting.

13.3 All duties, taxes (excluding GST) 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 Lump Sum 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 eight) days** after the deadline date for bid submission specified in Clause20. 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 Tender paper cost (Bid cost in online mode only)/Bid Security/Bid Security Declaration(EMD in online mode only)/ ISD/ Security Deposit/ Additional Performance Security&/GSTIN.

16.1 Electronic payment of Tender paper Cost (bid cost) &Earnest Money Deposit (bid security)

The EMD and cost of tender paper as mentioned in the NIT shall be paid by the bidder in online mode as per the Work Deptt. Office Memo No.17254/dt.5.12.2017 & e-procurement system instructions which is attached in IFB. The Tenders with out EMD or part EMD or EMD in any other form shall not be accepted and such tenders shall be out rightly rejected.

16.2. **Return of EMD:** Refer e-Procurement System Instructions that is attached in IFB for details.

16.3. **Initial Security Deposit:**

The successful Tenderers, after receipt of formal order shall have to furnish Initial Security Deposit (ISD) equal to 2% (two percent) of the value of the order together with the EMD deposited with the tender, in shape of NSC/ postal saving pass book / post office time deposit

/ Kishan Vikash Patra / deposit receipt in schedule bank duly pledged in favour of the, **Superintending Engineer, RWSSDivision, Sambalpur** payableatwith in 7 (seven) days of receipt of intimation failing which their tender shall be cancelled with the forfeiture of EMD.

16.4. **Additional Performance Security:**

Additional Performance Security shall be obtained from the successful bidder as per the office Memorandum No- 173 dtd- 03.01.2026 of Works Department, Govt. Of Odisha. The Additional Performance Security will be taken in shape of BG/e-BG/NSC/POTD/KVP pledged in favour of the divisional officer at the time of drawl of agreement within seven days, otherwise the bid shall be cancelled and the security deposit shall be forfeited. Further, proceeding for blacklisting shall be initiated against bidder".

Note: Additional Performance security will be refunded subject to payment of final bill.

16.5. GST Registration Number/ GSTIN:

Tenderers are required to submit attested copies of valid and up-to-date GST IN No. along with the tenders, failing which their tenders will not be considered. Mismatch of the name in the GST number will cause for rejection of the BID.

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

16.6. **Security Deposit**

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

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 fails to furnish ISD within due time or (c) the successful tenderer fails to sign the Agreement for whatever reason.

16.8. In consideration of the Executive Engineer / Superintending Engineer/Additional Chief Engineer / Chief Engineer / Government to investigate and to take into account each tender and in consideration of the work thereby involved, all earnest money deposited by the tenderer will be forfeited in the event of such tenderer either modifying or withdrawing his tender at his instance within the validity period.

16.9. The Bidder shall furnish, as part of his Bid, a Bid security of an amount equal to 1% of the estimated cost put to tender for this particular Work in online mode only. 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.]. No relaxation in exemption of EMD & ISD will be considered except as mentioned in OPWD code.

16.10 The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Initial Security Deposit (The same should be followed as per para 3.5.20 along with the notes of OPWD code Vol-1)

16.11 The Bid Security may be forfeited

(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 Initial Security Deposit/Addl. 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.

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

D. SUBMISSION OF BIDS

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

19. Submission of Bids

19.1 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.

19.2 The documents shall contain:

(i) Application/Bid in the prescribed format given in Clause 12 along with supporting documents;

(ii) Bid security as mentioned in clause 16.3.
(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.

19.3 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 17.00 hours IST on

Datd- 30.10.2026 the application/bid due dates.

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

20.3 Modifications/ substitution/ withdrawal of Applications/Bids

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

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

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

20.6 Bid shall be received only ONLINE on or before Dated-30.10.2026as 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: Notapplicable 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 endeavor to adhere to the following schedule

S No.	Event Description	Date
1	Last date of receiving queries	21.10.2026
2	Pre-Bid Meeting	21.10.2026
3	Authority response to queries latest by	21.10.2026
4	Bid Due Date (submission in online)	30.10.2026

S No.	Event Description	Date
5	Bid opening date in online	31.10.2026
6	Announce of technically qualified bidders	10.11.2026

E. BID OPENING AND EVALUATION

23. Bid Opening

23.1 All the bids received shall be opened ONLINE in the office ofSUPERINTENDINGENGINEER ,RWSSDIVISION,SAMBALPURin 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 Employermay, 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 on 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 in 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 **SUPERINTENDINGENGINEER,RWSS Division, Sambalpur**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 is not enclosed.

c) EMD/Bid Security as per DTCN is not enclosed.

d) Proof of eligibility and qualifications is not enclosed.
e) PAN is not enclosed.
f) GST Registration Certificate
g) Affidavit is not enclosed.

(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.

h) There are any criminal cases pending.
i) Power of Attorney is not enclosed.
j) Record of litigation and arbitration is not enclosed.
k) Other documents as required not enclosed.

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

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 SUPERINTENDINGENGINEER, RWSS DIVISION,SAMBALPURmay 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 Additional Chief Engineer, RWS&S Circle, Sambalpur may ask contractor individually for clarification on their tenders if required. 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 theAdditional Chief Engineer, RWS&S Circle, Sambalpur during the evaluation of the tenders.

28. **Determination of Responsiveness:**

28.1 Prior to the detailed evaluation of tenders, Additional Chief Engineer, RWS&S Circle, Sambalpur 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 Additional Chief Engineer, RWS&S Circle, Sambalpur Such a tender shall not be allowed subsequently to be made responsive by the contractor by correcting or withdrawing the non-conforming deviation(s) or reservation(s).

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

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

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

Escalation Factor:

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

Year before	Multiplying factor
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 To qualify for a package of contracts made up of this & other contracts for which bids are invited in the Notice inviting Tender, the bidder must demonstrate having experience & resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

29.5 Evaluation of Technical Proposals:

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

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

29.5.3 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 L_1 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 in consistent / non responsive. In such case the employer may explorer the possibility of considering the next valid tender as L_1.

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.

N.B: Evaluation of tender will be made as per OPWD Code & Govt. Circular issued from time totime.

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 confirmedby registered letter. This letter (hereinafter and in the Conditions of Contract calledthe “Letter of Acceptance”) will state the sum that the Employer will pay the Bidder inconsideration of the design, execution, completion of the works on a turnkey basis and maintenance of the same by the Bidderas 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. Thecontract 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 Employerand 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 tothe 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. No relaxation in performance security will be considered except as mentioned in OPWD code.

38.5 In the event of nonpayment 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.

39. Performance Security

39.1 Initial Security Deposit:

The successful Tenderers, after receipt of formal order shall have to furnish Initial Security Deposit (ISD) equal to 2% (two percent) of the value of the order together with the EMD deposited with the tender, 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, **RWSS. Division,** payable at Sambalpur within 7 (seven) days of receipt of intimation failing which their tender shall be cancelled with the forfeiture of EMD.

39.2. **Additional Performance Security:**

Additional Performance Security shall be obtained from the successful bidder as per the office Memorandum No- 173 dtd- 03.01.2026 of Works Department, Govt. Of Odisha. The Additional Performance Security will be taken in shape of BG/e-BG/NSC/POTD/KVP pledged in favour of the divisional officer at the time of drawl of agreement within seven days, otherwise the bid shall be cancelled and the security deposit shall be forfeited. Further, proceeding for blacklisting shall be initiated against bidder.

39.3. **Security Deposit**

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

39.4 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

39.5 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 –No advance amount will be released to the contractor prior to execution of the work

41. **GST Registration Number/ GSTIN:**

Tenderers are required to submit attested copies of valid and up-to-date GSTIN No. along with the 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.

42. Corrupt or Fraudulent Practices

42.1 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.

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

42.3 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 23.2and 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(QualificationInformation)
- LETTER OF ACCEPTANCE
- NOTICE TO PROCEED WITH THE WORK
- AGREEMENT FORM

Contractor's Bid

DESCRIPTION OF THE WORKS: BID FOR DESIGN AND EXECUTION ON TURN KEY BASIS FOR **CONST. OF BOUNDARY WALL, REPAIR OF PUMP HOUSE CUM OHT OF RPWS SCHEME TO VILL-CHARPALI UNDER DHANKAUDA BLOCK OF SAMBALPUR DISTRICT**

BID

To: [SUPERINTENDING ENGINEER ,RWS&S Division, Sambalpur]

Address: RWS&S Division,Sambalpur,Dist- Sambalpur.

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 NIL

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,

Authorized 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 (PWSwork or civil construction work)	
Year-wise (a) payments received for construction (Amount in INR lakhs)	For Example: 2025-26 2024-25: 2023-24: 2022-23: 2021-22:
Date of commencement of project/ contract	
Date of completion/ scheduled date of completion	

- **1.3. Information required to evaluate the Bid Capacity**

To calculate the value of "A"

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

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

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 Authorized Signatory	Name of the Statutory Auditor's / Chartered Accountant: firm: Seal of the audit firm:
For and on behalf of	(Signature, name and designation and
(Name of the Applicant)	Membership No. of authorized signatory)

To calculate the value of "B"

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

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

Updation Factor as given below:-

For Year	Year Before	Updation factor
1	1	1.1
2	2	1.21
3	3	1.33
4	4	1.46
5	5	1.61

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

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

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

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

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

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

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

1.8. Financial reports for the last five financial years: balance sheets, profit and loss statements, auditors' reports (in case of companies/corporation), etc. List them below and attach copies.

1.9. Evidence of access to financial resources to meet the qualification requirements: cashin 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 mayprovide 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

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

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

FINANCIAL STATEMENT

[To be given separately for each constituent Firm]

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

1) Name of Applicant:

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

(Rs. In lakh)

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

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

3. Applicant's specific financial arrangements (mention amount in Indian Rupees)

   a) Own Resources

   b) Bank Credits

   c) Others (specify)

4. Credit Facilities :

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

Signature & Seal of CA **Signature of Bidder with seal**

Annexure-II

WORK EXPERIENCE

1. Name of the firm:

2. Total number of years of experience in civil construction work:

3. List of the Civil Construction/ 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 commence-ment	Stipulated date of completion	Actual completion date	Reasons for delay	Remarks
2	3	4	5	6	7	8	9	10	11

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

Annexure-IV

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, and local bodies etc. of the State with prior approval from Works Department. Works Department is the Nodal Department for the implementation of e-Procurement in the State.

7. The e-procurement shall be operated compliant to relevant provisions of OGFR/ OPWD code/ Accounts code/ Government statues including any amendments brought from time to time to suit to the requirement of the best national practice.

8. Registration in the e-procurement portal is without levy of any charges but Government reserves the right to levy any charges for such value added services in future.

9. Contractor not registered with Government of Odisha, can participate in the e-Procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State.

10. For the role management "Department" is the Administrative Department, Organisation or wing is the Chief Engineer or highest tender accepting authority or equivalent officer, Division is the Executive Engineer or equivalent Officer and Subdivision is the Assistant Engineer or equivalent officer.

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

11.1 Application Administrator (NIC & State Procurement Cell)

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

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

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

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

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

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

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

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

(i) Opening of Bid

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

(i) Evaluating Bid

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

(i) To take up auditing

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

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

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

Government of Odisha "e"procurementNotice

A. Bid Identification No.-------09 / 2026-27----------

1.	Nameofthework: …**CONST. OF BOUNDARY WALL, REPAIR OF PUMP HOUSE CUM OHT OF RPWS SCHEME TO VILL- CHARPALI UNDER DHANKAUDA BLOCK OF SAMBALPUR DISTRICT**
2.	Estimatedcost: Rs. 13.27 Lakhs
3.	Period of completion SIX Months
4.	Date&Time of availability of bid document in the portal __
5.	Last Date / Time for receipt of bids in the portal _
6.	Nameandaddressofthe O.I.T.Superintending Engineer, RWS&S Division, Sambalpur

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

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

13. ISSUE OF ADDENDA/ CORRIGENDA/ CANCELLATION NOTICE:

13.1. The Procurement Officer Publisher (Officer Inviting Tender) shall publish any addendum/ corrigendum/ cancellation of tender in the website https://tendersodisha.gov.in, notice board and through paper publication and such notice shall form part of the bidding documents.

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

14. CREATION AND PUBLISHING OF BID:

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

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

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

i. BASIC DETAILS

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

(a) For Single Cover/Packet:

Sl No	Cover Type	Document Description	Type
1	Fee/ Prequal/	GST, PAN, Contractor RC	.pdf

	Technical/ Finance	Affidavits, undertakings and any other document as per SBD/DTCN.	.pdf
		BoQ	.xls

(c) For Two Cover/Packet:

Sl No	Cover Type	Document Description	Type
1	Fee/ Prequal/ Technical	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) / 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. 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 authorized signatory through Memorandum of Understanding duly registered and enroll 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 authorized signatory is used in the portal.

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

15.2. LOGGING TO THE PORTAL: The Contractor/Bidder is required to type his/her *Login ID* and password. *The* system *will again ask to* select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique Login ID, password and DSC combination and authenticates the login process for use of portal.

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

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

15.5. PREPARATION OF BID

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

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

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

15.6.1. The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data in online mode as per clause 16.1 of ITB.

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

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

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 (in online mode only), GST IN, PAN / TIN, Registration Certificate, Affidavits, Profit Loss statement, Joint venture agreement, List of similar nature of works/ Civil nature of work, 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 authorized representative who wish to be present.

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

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

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

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

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

21. NEGOTIATION OF BIDS:

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

22. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

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

22.2. The Contractor after furnishing the required acceptable Performance Security & Additional Performance Security, "Letter to proceed" or "Work Order" shall be issued by the Engineer-in-Charge with copy thereof to the Procurement Officer –Publisher. The Procurement Officer-Publisher shall up load the summary and declare the process as complete.

22.3. If the L-1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium / JV / firm where such an agency / firm already happens to be or is going to be a partner/member/proprietor, he/ they shall neither be allowed for participation in bidding for three years nor his/ their application will be considered for registration and action will be initiated to blacklist him / them. In that case, the L-2 bidder, if fulfils other required criteria, would be called for drawing agreement for execution of work subject to condition that the L-2 bidder negotiates at par with the rate quoted by the L-1 bidder, otherwise the tender will be cancelled.

23. BLOCKING OF PORTAL REGISTRATION:

23.1. If the Registration Certificate of the Contractor is cancelled /suspended by the registering authority/ blacklisted by the competent authority his portal registration shall be blocked automatically on receipt of information to that effect.

23.2. The portal registration blocked in the ground mentioned in the above Para-23.1 shall be unblocked automatically in receipt of revocation order of cancellation / suspension/ blacklisting from the concerned authority.

23.3. The Officer Inviting Tender shall make due inquiry and issue show cause notice to the concerned contractor who in turn shall furnish his reply, if any, within a fortnight from the date of issue of show cause notice. Thereafter the Officer Inviting Tender is required to issue an intimation to the defaulting bidder about his unsatisfactory reply and recommend to the Chief Manager (Tech.) for blocking of portal registration within 10

days of intimation to the defaulting bidder regarding his unsatisfactory reply with intimation to the Registering Authority and concerned Chief Engineer/ Heads of Office if any of the following provisions are violated.

23.3.1. Fails to furnish original Technical / Financial (Tender Paper Cost, EMD/Bid Security) instruments before the designated officer within the stipulated date and time.

23.3.2. Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period.

23.3.3. Fails to execute the agreement within the stipulated date.

23.3.4. If any of the information furnished by the bidder is found to be false / fabricated / bogus.

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

24. GUIDELINES FOR UNBLOCKING OF PORTAL REGISTRATION:

24.1. UNBLOCKING OF PORTAL REGISTRATION:

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

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

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

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

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

24.5. After scrutiny by the State Procurement Cell if it is found that the portal registration of a contractor has been blocked for the 2nd time the Chief Manager (Tech), SPC may not consider his case to be placed before the Committee and may advice the concerned officer inviting tender to issue show cause noticeto the contractor asking him to explain as to why his portal registration shall not remain blocked. On receipt of show cause reply from the contractor the officer inviting tender shall examine the same & if considered proper he may report to the Chief Manager (Tech), SPC along with his views furnishing the copy of the show cause reply for

placement of the same before the Committee for taking a decision in respect of blocking/ unblocking. If the Committee found that the contractor is in habit of committing such fault again and again intentionally the committee may advice the concerned officer inviting tender to initiate proceeding for blacklisting as per the existing rule.

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

Sd/19.07.2013

E.I.C-cum-Secretary to Govt.

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 authorize(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 **"CONST. OF BOUNDARY WALL, REPAIR OF PUMP HOUSE CUM OHT OF RPWS SCHEME TO VILL- CHARPALI UNDER DHANKAUDA BLOCK OFSAMBALPUR DISTRICT"**., on P1 contract basis involving execution of works vide Bid 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 Bidders[1] is hereby accepted by our Agency.

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 7 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,

Authorized 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 "**CONST. OF BOUNDARY WALL, REPAIR OF PUMP HOUSE CUM OHT OF RPWS SCHEME TO VILL- CHARPALI UNDER DHANKAUDA BLOCK OFSAMBALPUR DISTRICT**"., on P1 Contract for execution of works@ a Bid Price of `……, you are hereby instructed to proceedwith the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized to sign on behalf of Employer)

Agreement Form

Agreement

This agreement, made the _____day of_____20_____ between_____[name and address of Employer](hereinafter called "the Employer") and _____[name and address of contractor](hereinafter called "the Contractor") of the other part.

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.
   (i) Letter of Acceptance
   (ii) Notice to proceed with the works;
   (iii) Contractor's Bid
   (iv) Conditions of Contract (includingspecial 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 here onto affixed in the presence of:

Signed, sealed and delivered by the said_____

In the presence of:

Binding Signature of Employer _ _____

Binding Signature of Contractor._____

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 Clause50.

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 toconstruct 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 theContractor shall complete the Works. The Intended Completion Date is specified in theContract Data. The Intended Completion Date may be revised only by the Employer by issuingan 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. **The contractor will maintain a Site Order book after commencement of work and all the data will be incorporated in the site order book.**

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.

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 fo 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 f the works.
- The contractor shall not sub-contract any part of the work without prior consent of the Engineer. Any such consent shall not relieve at the contractor from any liability or obligations under the contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his agents or workmen as fully as if they were the acts, defaults or neglects of the contractor, his agents or workmen.
- The Engineer should satisfy whether (a) the circumstances warrant such sub-contracting; and (b) the sub-contractors so proposed for the work possess the experience, qualification and equipment necessary for the job proposed to be entrusted to them in proportion to the quantum of work to be sub-contracted.
- .

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.

NB:- Sub-Contracting is not applicable in this work

8. Other Contractors -

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

9. Personnel

9.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data besides those as listed at section -8 to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

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

10. Employer's and Contractor's Risks

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

11. Employer's Risks

The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in India, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive.

12. Contractor's Risks

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

13. Insurance

13.1. The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover for the period as stated below against the events and in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

A) **From the starting date to the end of defect liability period**

(a) Loss of or damage to the Works.

B) **From the starting date till completion of the work as per agreement**.

(a) Loss of or damage to plant and materials and equipment;

(b) Loss of or damage of property (except the works, plant, materials and equipment) in connection with the Contract; and

(c) Personal injury or death.

13.2 If all the items listed in clause 13.1(B) can be combined/grouped under one insurance cover like contractors, All Risk (CAR) Policy, then the same is acceptable.

13.3 Prior to seven days before the start date, the contractor shall furnish to the Engineer notarized true copies of the certificates of insurance, copies of insurance policies and premium payment receipt in respect of such insurance forthe 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 ofthe policies and certificates required, theEmployer 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 the work 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 if required.

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

18.4 The Contractor shall work as per the drawing and design approved by the department, except those for temporary works as stated at Clause 18.1,.

18.5 All Drawings prepared by the Contractor for the execution of the temporary 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 workProgramme 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 aCompensation 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 decisionupon the effect ofa 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 delayin 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 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 inclusive of all taxes (but excluding GST) duties& levies, Income tax, LabourCess 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 madein 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. TheContractor 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 valueof 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 mobilization 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 aNationalized 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 finalized 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.

NB- There is no provision of advance payment for this work

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

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 theContract 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, lessadvance 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. <u>SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.</u>

a) <u>Workmen Compensation Act 1923</u> :- The Act provides for compensation in case ofinjury by accident arising out of and during the course of employment.

b) <u>Payment of Gratuity Act 1972</u> :- 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 contact 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 theminimum 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 theworkers.

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 employing20or more employees. The Act provides for payments of annual bonus subject to aminimum of 8.33% of wages and maximum of 20% of wages to employees drawingRs.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. Thenewly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10for the purpose of applicability of this Act.

j) Industrial Disputes Act 1947:- The Act lays down the machinery and procedure forresolution 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 tradeunions 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 cessat 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. Additional Special Condition

60.1 The contractor is to approve all structural design by State Technical Agency at his own cost if required (IGIT Sarang, CET Bhubaneswar, VSS UI 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 inspection report from competent authority.

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.

60.6 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.

60.7 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.

60.8 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.

60.9 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.

60.10 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.

60.11 All the security deposit and maintenance cost will be released to the Contractor by the Executive Engineer, RWS&S only after recommendation of Junior Engineer, / Assistant Engineer, RWS&S and Asst Executive engineer, RWS&S.

60.12 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.

60.13 The variation of payment due to above will be guided by the rates in the sanctioned estimate.

60.14 The contractor shall quote rates for the maintenance separately if required in the bidding documents.

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 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 SE/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.

60.17 SITE VISIT AND CONSTRUCTION & ERECTION FACILITIES

60.17.1 SITE VISIT :

The tenderer before tendering shall inspect the site at his own cost in consultation with the Additional Chief Engineer, RWS&S Circle, Balasore / Divisional Officer RWS&S Division, Balasore 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.

60.17.2 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 pipeline. 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 Executive Engineer is Final:

The party whose tender is accepted hereinafter called the contractor is to provide everything of every sort and kind (with the exceptions noted in the schedule attached) which may be necessary and requisite for the due and proper execution of the several works included in the contract according to the true intent and meaning of the drawings and specification taken together, which are to be signed by the **Superintending Engineer/Executive Engineer, RWSS. Division, Sambalpur**, herein after called the Executive Engineer and the contractor whether the same may or may not be particularly described in the specification or shown on the drawing provided that the same are reasonably and obviously to be inferred there from and in case of any discrepancy between the drawings and the specifications the Superintending Engineer/Executive 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/Executive Engineerand during the progress of the works to amend on the requisition of the Superintending Engineer/Executive Engineerany 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/Executive Engineerand 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/Executive 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 theSuperintending Engineer/ Executive Engineer to be sufficiently shown by any order in writing, by any plan or drawing expressly given and signed by him as an extra or variation or by any subsequent written approval signed by him. In case of daily labour all vouchers for the same are to be delivered to Superintending Engineer/Executive Engineeror 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/Executive Engineer and no such authority shall be given if the work is capable of being measured and being paid for at an agreed rate.

61.5. **Rate for Extra Work.**
Any authority given by the Superintending Engineer/Executive Engineer, for any alterations or additions in or to the works, is not to vitiate contract. But all additions, omissions or variations made in carrying out the works are to be measured and valued and certified by the Superintending Engineer/Executive Engineerand added to or deducted from the amount of the contract as the case may be. For new items the same shall be paid at the rates, in accordance with the sanctioned schedule of rates, in force at the time, when the particular item of work was commenced. In those cases in which rates do not exist, the **Engineer-in-Charge (Executive Engineer),** 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/Executive Engineerwithin 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 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/Executive Engineerhas 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/Executive Engineeris 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/Executive Engineeris also to have full power to require other proper materials to be substituted and in case of default, the Superintending Engineer/Executive Engineermay 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/Executive Engineerany of the works have been executed with improper materials or defective workmanship, the contractor is then required by the Executive Engineer forthwith to re-execute the same and to substitute proper materials and workmanship and in case of default of the contractor in so doing within a week, the Superintending Engineer/Executive Engineer is to have full power to employ other agency to re-execute the work and the cost thereof shall be borne by the contractor.

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/Executive Engineerto be amended and made good by the contractor at his own cost unless the Superintending Engineer/Executive Engineerfor 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/Executive Engineeris 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) The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the written order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract, be carried on with all due diligence (time being deemed to be essence of the contract on the part of the contractor) and the contractor shall pay, as compensation, an amount equal to $^{1}/_{2}$ percent of the amount of the estimated cost, if the whole work as shown by the tender for every day that the work remains un-commenced, or un-finished after the proper dates (The work should not be considered finished until such date as the Superintending Engineer/Executive Engineershall certify as the date on which the work is finished after necessary rectification of defects as pointed out by the Superintending Engineer/Executive Engineeror his authorised agents, are fully complied with by the contractor to the Superintending Engineer/Executive Engineer's satisfaction). And further to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month, to complete one-fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed, one half of the work, before the half of such time has elapsed, and three fourth of work before three fourths of such time has elapsed, in the event of the contractor failing to comply with the condition he shall be liable to pay as compensation an amount equal to one-third percent on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete. Provided that the entire amount of compensation to be paid under the provision of this clause shall not exceed 10% (Ten Percent) of the estimated cost of the work as shown in the tender.

(b) If there are possibilities of exceeding this compensation amount as mentioned in clause (a) 10% of the estimated cost, or in any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit in the hands of Government (whether paid in the sum or deducted by instalments) the Superintending Engineer/Executive Engineeron 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/Executive Engineer shall be conclusive evidence) 20% of the value of the left over work will be realized from the contractor as penalty.

ii) To employ labour paid by Deptt. 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/Executive Engineershall 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/Executive Engineeras 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/Executive Engineershall 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/Executive Engineer the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advance on account of with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work there to for actually performed under this contract, unless and until the Superintending Engineer/Executive Engineershall 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/Executive Engineer may give to the contractor or his assignee or trustee as the case may be notice requiring the works to be proceeded with and in case of default on the part of the contractor for a period of seven days, it shall be lawful for the Superintending Engineer/Executive Engineerto 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/Executive Engineer by the contractor or may be set off by the Superintending Engineer/Executive Engineeragainst 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. **No price variation is applicable in this contract since the time period of completion is within 12 months.**

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 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.

The black listing period per offence shall be limited to 03 (Three) years subject to an overall maximum cumulative period of 10 (Ten) year for multiple offences(As per Works Deptt. O.M. No.16131 Dtd.26.11.2021)

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 Executive Engineer and DAO will remain present.

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

61.20 If 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. In that case, the L_2 bidder, if fulfils, other required criteria would be called for drawing agreement for execution of work subject to the condition that L_2 bidder negotiates at par with the rate quoted by the L_1 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 **'.....Rate' for** the completion of the work in all respects. The offer shall be inclusive of cost of all materials, labour, T&P (but excluding of IGST/OGST) 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.

N.B: The Excise Duty exemption, if any, is as par with the present Government rules prescribed by Central Excise Department after implementation of GST.

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/Executive Engineerof 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/Executive Engineeranotice 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/Executive Engineer (which shall be final & binding) he will be unable to secure completion of the work by the date of completion and continues to do so after a notice in writing of seven days from the Executive Engineer.

iv) If the contractor fails to comply with the provisions of **Clauses**& other relevant clauses mentioned elsewhere in this DTCN.

v) If the contractor fails to complete the work within the stipulated date or items of the work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Superintending Engineer/Executive Engineer.

When the contractor has made himself liable for action under any of the cases aforesaid,the**accepting authority** shall have the powers to rescind the contract (of which rescission notice in writing to the contractor under the hand of Superintending Engineer/Executive Engineershall 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 **Executive Engineer (**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 authorized 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 curtail mentor 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 Divisional Officer 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 7days of such completion by the concerned A.C.E, CE& the Administrative Department.

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

Before 30% of contract period = 5% of contract value

Before 20 to 30% of contract period = 4% of contract value

Before 10 to 20% of contract period = 3% of contract value

Before 5 to 10% of contract period = 2% of contract value

Before 5% of contract period = 1% of contract value

1. <u>Addendum to special condition of contract</u>

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:

2. 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

Payment shall be made on actual measurement upon satisfactory execution of work as per the specification in the BOQ & DTCN.

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.

N.B:- It is desired that the progress of work should be integrated i.e. Civil Works / UGR / OGR / Pipe Line etc. are to be executed simultaneously. The Divisional Officer reserves the right to withheld payment as deemed proper if the OGR / UGR & Pump House are not started by the time of completion of 50% of the distribution system. The work shall not be treated as completed if all the components as OGR /ESR / Chlorination arrangements / Installation testing commissioning of electrical system and voltage Stabilizer is made.

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] :

3.The Engineer is superintending Engineer, RWS&S Division, Sambalpur]

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4.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.

5. The StartDate/Commencement Date: Date of issue of the Notice to proceed with the work.

6. The Intended Completion Date for the whole of the Works is [insert period**]** :

7. The Site is located at : [in Dhankauda block, Sambalpur]
8. The name and identification number of the Contract is : [insert identification]

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

Name of Contract:**"**

11.	The law which applies to the Contact 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 Appendixof 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]
22.	Maximum limit of liquidated damages for delay in completion of work.	1% of the balance work per week 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]

Nature of Advance	Amount(Rs.)	Conditions to be fulfilled

24.1	Mobilization for work **(Not applicable in this tender)**	10% of the Contract value.	On submission of unconditional bank guarantee in a form by a scheduled nationalized 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 advanceshall 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 equivalent as a percentage of the Contract Price: [CL.48]

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 unconditional 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 2 **sets** are required is within 28 **days** of issue of certificate of completion of whole or section of the work, as the case may be. [Cl.53]

27. The amount to be withheld for failing to supply ''as built" drawings by the date required is **Rs.1.00 Lakhs.** [Cl.53.1]

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)

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

Scope of work, detail technical specification & design criteria should be prepared by the TIA .

SECTION – 5

SCOPE OF WORK & TECHNICAL SPECIFICATION

A Sample Document of Scope of work & Technical Specification has been reflected. But the TIA should prepare the same as per the requirement of particular water supply project.

1.0 General Conditions

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

1. 02 All the structures are to be designed as permanent type and shall have aesthetic elevation.

1. 03 Form work shall be of steel plates and frame, sound seasoned timber or any approved materials as decided by Engineer-in-charge to be used for the centering and shuttering of the structures.

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

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

1.06 All the fittings and fixtures (such as valves, fittings, material **of** electrical and mechanical nature i.e chain pulley, pumps and motors, switches, transformer etc) are to confirm relevant IS specification and of reputed make and are supported with warranty and manufacturer's test certificate and should have authorized 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. All the work should be done as per the design approved by the Department.

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 shall be conducted as per relevant IS Codes.

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

1.14 Such inspection, testing, 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 cement concrete shall be painted with two coats of approved synthetic enamel paint. All exposed iron works inside the concrete shall be painted with two coats of anticorrosive paint.

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

1.20 For all materials which come under EPM rate contract the contractor shall have to furnish inspection report from competent authority of all major 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 All R.C.C structures reinforcement toconfirmFe-415andISspecification of (SAIL /TATA(TISCON)/ VIZAG/ JINDAL (PANTHAR)) as per IS. 432 (Plain) & IS. 1786 (Tor).

1.23. 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.

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

1.25. 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.

1.26. 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.

1.27. 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.

1.28. 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.

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

1.30. 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.

1.31. 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.

1.32. 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.

1.33 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.

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

1.35 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.

1.36 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.

1.37 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.

1.38 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.

1.39 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.

1.40 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.

1.41 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.

1.42 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

1.43 The contractor will be provided structural design and drawings as per the specifications in this DTCN for execution of the work

2.0 SCOPE OF WORK

The scope of work is broadly classified as in Annexure enclosed with this below.

3.Meaurement of Work

Payment will be released to the Contractor as per the actual measurement of each item executed at site.

ANNEXUREs

:- Attached

Const. of Boundary Wall, Repair of Pump House cum OHT of RPWS Scheme to vill-Charpali under Dhankauda Block

Sl. No.	Items of Work	Qty	Unit	Rate	Amount
1	Supplying all labour, materials and T&P, etc. for construction of brick masonry boundary wall as per approved design, including earthwork excavation in hard soil or gravelly soil of width 0.70 m and depth 0.75 m, 0.15 m thick sand filling in foundation, 0.15 m thick CC (1:4:8) in foundation, brick masonry in CM (1:6) (1st footing: 0.50 m × 0.45 m and 2nd footing: 0.38 m × 0.40 m), 2.5 cm DPC in foundation, brick masonry of 1.50 m height in CM (1:6), 12 mm thick cement plaster and 16 mm thick cement plaster to brick masonry on plumb and unplumb surfaces respectively, finishing the wall with weather coat, and fixing an MS grill gate of size 2.40 m × 1.80 m on the front side, embedded with 0.38 m × 0.38 m brick masonry pillars, etc., complete as per the direction of the Engineer-in-Charge.	140.00	Mtr	7620.22	**10,66,830.80**
2	Supplying, fitting and fixing of Stainless steel of 304 grade in hand railing using 50mm dia of 2mm thick circular pipe with Balustrade of size 32mm x 32mm x 2mm at the rate 0.90mtr. C to C and stainless square pipe bracing of size 32mm x 32mm x 2mm in 3rows in stair case as per approved design and specification, buffing, polishing etc with cost, conveyance, taxes of all materials, labour, T and P etc. required for the complete in all respect	24.00	Mtr	3100.58	**74,413.92**
3	Supplying all labour, T and P for finishing wall with weather coat two coats ove one coat of primer with any approved 3 shade and make etc. Complete as per the direction of Engr-in-Charge.	366.40	Sqm	183.59	**67,267.38**
4	Supplying all labour, T and P for construction of approch road by C.C (1:2:4) with using 12mm size CBHG chips etc. complete	15.00	Mtr	3548.92	**53,233.80**
5	Supplying all labour. T and P and materials for fitting and finishing of MS door and windoow made out of MS angles and sheet embeded with CC (1:2:4) into wall of pump cum OHT etc. complete.	580.00	Kg	100.00	**58,000.00**
6	Supplying all labour, T and P and materials for painting with enamel paint 2 coats over 1 coat of primer on iron work etc. complete	26.10	Sqm	262.00	**6,838.20**

Total = **13,26,584.10**

Or Say = **13,26,584.00**

SECTION- 6

SCOPE OF WORK

3.0 SPECIFICATION

3.1Water 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 i.e. **Ultratech/Dalmia** for ESR/UGR OPC 43 grade will be used. No other cement is permissible.

3.3 Reinforcement to confirm Fe 415/ Fe 500 and as per IS :432(plain) and IS:786(ToR) i.e. **TATA(TISCON)/SAIL/VIZAG/JINDAL(PANTHAR**).

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.

3.5Sand 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 Fly ash 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 flows 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/mm²
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 25 which shall be as mentioned in the scope of work..

Design mix of concrete shall be mandatory. 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.

The Concrete work shall be executed on strict accordance with the design and drawing approved by the Superintending Engineer/Executive Engineer, RWS&S Division, Sambalpur..

(a) Plain concrete of Grade-M-10 under footings of ESR.

(b)All other concrete work must be M 20.

(c) For ESR M25 & M30 Concrete must be used.

(c)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).

(d) All exposed faces of the concrete and plaster over masonry shall be given two coats of water proofing cement paint of approved shade.

(e) 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.

(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.

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, 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, demonstration etc. shall be borne by the contractor. All responsibility of such inspection, testing, 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.

SECTION- 7

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.

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 period ……days 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)

_____

SECTION-8

DRAWINGS

Indicative GAD with Technical Details/Specifications to be attached

SECTION-9

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 work 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 priority 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 the following break up schedule

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 price break up schedule is subject to change & the same will be finalized during drawl of agreement.

Sd/-

Superintending Engineer
RWS&S Division, Sambalpur