GOVERNMENT OF ODISHA

RURAL WATER SUPPLY AND SANITATION DEPARTMENT

DETAILED TENDER CALL NOTICE
(FOR BUILDING WORKS)

OFFICE OF THE
SUPERINTENDING ENGINEER
RWS&S DIVISION, NUAPADA

Government Of Odisha

Office of the Superintending Engineer, RWS&S Division, Nuapada

At/Po- Nuapada, Dist- Nuapada, Pin-766101

E-mail: eerwssnpd@rediffmail.com

NOTICE INVITING TENDERS

e-Procurement Notice

Bid Identification No. RWS&S_17/2026-27

Superintending Engineer, RWS&S, Division, Nuapada, PIN-766105 on behalf of Governor of Odisha invites **percentage rate tenders in Single cover system** through e-procurement for Building Work for the year 2026-27 as per Annexure. The bid should be submitted on-line in the website www.tendersorissa.gov.in by eligible class of contractors of Government of Odisha or of equivalent class of other State Government / Railways / CPWD / MES. The bidders should have the necessary Portal Enrolment (with his own Digital Signature Certificate).

Sl No.	Name of the work	Approximate value of work (Rs. In lakhs)	Period of completion	Class of Contractor	Bid Security to be deposit online	Cost of bid document to be deposit online	Date and time of availability of bid documents in the portal
1	2	3	4	5	6	7	8
1	Construction of "E" type quarter at RWS&S Section Komna in Nuapada district	28.36	6 months	"B" & "C" Class	28400	6000	10.00 hours of 17.10.26 to 17.00 hours of 30.10.26

1. Bid documents consisting of qualification information and eligibility criteria of bidders, plans, specifications, drawings & the schedule of quantities of the various classes of work is available in website www.tendersorissa.gov.in

2. The bid for the work shall remain open for acceptance for a period of ninety days from the Last date of receipt of bids. If any Bidder / Tenderer withdraws his bid/ tender before the said period or makes any modifications in the terms and conditions of the bid, the said earnest money shall stand forfeited.

3. Contractor exempted from payment of EMD will be able to participate in tender directly by uploading documentary evidence in shape of affidavit towards his eligibility for such exemption.

4. The contractor has to upload an Affidavit regarding correctness of the entire document uploaded in the website.

5. The bidder shall have to furnish No relation certificate along with the bid documents to the effect that no officer of the Department to the rank of Assistant Engineer or above is related to him.

6. If L1 bidder does not turn up for agreement after finalization of tender, then he shall be debarred in participating in bidding for two years and action will be taken to blacklist the contractor. In that case the L2 bidder if fulfils all other criteria would be called for drawing agreement for execution of work subject to the condition that L2 bidder negotiates at par with the rate quoted by the L1 bidder. Otherwise tender will be cancelled.

7. Bids received "on-line" shall be opened on dt. 17.10.2026 at 10.00 A.M. for the work mentioned in Sl no. 1 in the office of the undersigned in the presence of the bidder or their authorized representative who is to attend. If the office happens to the close on the last date of received or opening of the bids as specified then the bids will be received / open on the next working day at the same time and venue unless otherwise notified.

8. The office memorandum of govt. of works department no. 07764600022025-17941 Bhubaneswar dated. 08.10.26 of Principal Secretary to Govt. Sub- amendment of codal and contractual provision to be followed scrupulously. Any abnormally low bids by bidder should be justified by bidder in written, including detailed price analysis of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the bid document.

9. The letter bearing file no. 14359/W Bhubaneswar, dt. 05.08.2026 of Works Department, Govt. of Odisha regarding prevention of cartelization in tendering process must be followed strictly.

10. The rates quoted by the contractor shall be excluding GST. The GST as applicable for the work contract shall be payable to contractor on each bill amount.

11. The Tenderer / Bidder should go through the eligibility criteria and special condition if any mentioned in the approved DTCN before uploading the documents through online.

12. Other details can be seen in the bidding documents, which is available in website www.tendersorissa.gov.in / www.orissa.gov.in

13. In case, the date of opening of Technical Bid / Financial Bid falls on a Govt. declared holiday, then the same will be opened in the next official working day.

14. Any Corrigendum/Addendum will be displayed in website http://tenderodisha.gov.in only. It is the bidder's responsibility to verify the web site for latest information/corrigendum related to the bid.

15. In no case, the work will spill over to the next financial year 2027-28.

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

- Sd /-
(Er. P. Sahu)
Superintending Engineer,
RWSS Division, Nuapada

Memo No. 3173 Dt. 13.10.2026

Copy in duplicate forwarded to the J.D.-cum-Deputy Secretary to Govt., Advertisement, Information and Public Relation Department, Govt. of Odisha, Bhubaneswar favour for kind information with an request to publish this tender call notice in one local English daily and two local Oriya dallies on or before 17.10.26 for wide circulation. Copy of the papers where in the advertisement is published may please be sent to this office for reference and record.

Encl: - CD- 01 no.

Superintending Engineer, RWS&S.

Memo No. 3174 Dt. 13.10.2026

Copy with soft copy submitted to the Head, State Portal Group, Information and Technology center of State Secretariat, Odisha, Bhubaneswar for display in the Govt. website.

Superintending Engineer, RWS&S.

Memo No. 3175 Dt. 13.10.2026

Copy forwarded to the Team Leader, e-Procurement Mission Cell, Nirman Soudha, Bhubaneswar for favour of kind information with a request to display this notice in his Office Notice Board for wide circulation.

Superintending Engineer, RWS&S.

Memo No. 3176 Dt. 13.10.2026

Copy submitted to the Deputy Secretary to Govt. in PR & Drinking Water. Department, Bhubaneswar/ Engineer-in-Chief, RWSS Odisha, Bhubaneswar/ Addl. Chief Engineer, RWSS Circle, Balangir for favour of kind information and necessary action.

Superintending Engineer, RWS&S.

Memo No. 3177 Dt. 13.10.2026

Copy to the Executive Engineer, RWS&S Division, Balangir/ Sonepur/ Kalahandi/ Kalahandi/Executive Engineer, Irrigation, Nuapada/Executive Engineer, Rural Work, Nuapada/Khariar/Executive Engineer,Jonk Canal Division, Nuapada /Executive Engineer, R&B, Khariarfor favour of information with a request to display the tender call notice in their notice board for wise circulation.

13.10.26

Superintending Engineer, RWS&S.

Memo No. 3178 Dt. 13.10.2026

13.10.26

Copy submitted to the Collector, Nuapada / S.P., Nuapada / CDO-cum-EO, Zilla parishad, Nuapada for favour of kind information and wide circulation.

13.10.26

Superintending Engineer, RWS&S.

Memo No. 3179 Dt. 13.10.2026

13.10.26

Copy to Executive Engineer, RWS&S Sub-Division, Nuapada/ D.A.O/ Estimator/ Cashier of this Division for information and necessary action/ Office Notice Board for wide circulation.

13.10.26

Superintending Engineer, RWS&S.

13.10.26

Government Of Odisha

Office of the Superintending Engineer, RWS&S Division, Nuapada

At/Po- Nuapada, Dist- Nuapada, Pin-766105

E-mail: eerwssnpd@rediffmail.com

e-Procurement Notice
Bid Identification No. RWS&S_17/2026-27

1	Superintending Engineer, RWS&S, Division, Nuapada, on behalf of Governor of Odisha invites percentage rate tenders in Single cover system in online mode only	
2	**Name of the work**	1. " Construction of " E" type quarter at RWS&S Section Komna in Nuapada district".
3	**No. of work**	01 nos. of work
4	**Tender Paper cost**	As specified in the notice for the respective work to be remits online only
5	**Class of Contractor**	As specified in the notice for the respective work
6	**Availability of Bid documents in the website**	10.00 hrs of dt. 17.10.26 to 17.00 hr of 30.10.26 for the work mentioned in Sl. No. 01
7	**Date of Opening Bids**	Dt. 31.10.2026 at 11.00 hrs for the works mentioned in Sl. No. 01
8	**EMD and Bid Security**	As specified in the notice for the respective work to be remits online only

Further details can be seen from the website **www.tendersorissa.gov.in**

13.10.26

Superintending Engineer,
RWSS Division, Nuapada

Memo No. 3173 Dt. 13.10.26

13-10-26

Copy in duplicate forwarded to the J.D.-cum-Deputy Secretary to Govt., Advertisement, Information and Public Relation Department, Govt. of Odisha, Bhubaneswar favour for kind information with an request to publish this tender call notice in one local English daily and two local Oriya dallies on or before 17.10.26 for wide circulation. Copy of the papers where in the advertisement is published may please be sent to this office for reference and record.

13.10.26

Superintending Engineer,
RWSS Division, Nuapada

13-10-26.

INSTRUCTION TO BIDDERS FOR

DETAILS OF THE DOCUMENTS TO BE FURNISHED FOR ONLINE BIDDING

1. Scanned copies of the following documents to be up-loaded in PDF format in the website **www.tendersorissa.nic.in.**
2. Tender paper cost as applicable for the work mentioned in the Annexure in Col.6 should be deposited on line.
3. EMD amount noted against the work as per Annexure in Col.4 is to be deposited online as mentioned in the DTCN
4. Affidavit regarding correctness of information should be uploaded.
5. Valid Contractor Registration Certificate, CDMS Data sheet, GSTIN Registration Certificate and PAN Card should be uploaded.
6. Tenderers have to pay Earnest Money deposit through online as per Works Deptt. Office Memorandum No.17254 dt.05.12.2017 for an amount as mentioned in the respective **Col.4 in Annexure of TCN** (the amount specified in the tender notice). Further, sum of such amount towards initial security as would, together with the earnest money, make 2% of the cost of the work as the case may be as per the accepted tender has to be furnished prior to execution of agreement in conformity to Works Deptt.OM No.1499 dtd.01.02.2023.
7. No Relation Certificate in Format –V.
8. Affidavit on Authentication of tender documents etc. as per Format-VI
9. Undertaking in Format – VII duly signed by tenderer
10. Affidavit regarding Litigation, Debarring / Expelling, abandon of work as per Format-VIII.
11. Uploaded documents of valid successful bidders will be verified with the original before signing the agreement. The valid successful bidder has to provide the originals to the concerned authority on receipt of such letter, which will be sent though registered post/e-mail.
12. DTCN is not to be uploaded by the bidder. The bidder has to only agree / disagree on the conditions in the DTCN. The bidders who disagree on the conditions of DTCN, can not participate in the tender.

Note :- Apart from the above documents any other documents if required by the procurement officer should be produced as and when it is asked for.

Details of the Formats to be furnished after duly filled up

Format-I

LIST OF SIMILAR NATURE OF PROJECTS EXECUTED

(Delete)

Format-II
(Delete)

Format – III (Machinaries owned/possessed on lease/hire)

(Delete)

Format – IV

(Delete)

Format - V

CERTIFICATE OF NO RELATIONSHIP

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

I/We also note that, non-submission of this certificate will render my / our tender liable for rejection.

(*) - Strike out which is not applicable

Signature of the Tenderer
Date:-

AFFIDAVIT

Format - VI

1. 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 my / our firm / company / individuals_____ _____ nor any of its constituent partners have abandoned any road/ bridge/Irrigation /Buildings or other project work in India nor any contract awarded to us for such works have been rescinded during the last five years prior to the date of this bid.
3. The undersigned hereby authorise(s) and request(s) any bank, person, firm or Corporation to furnish pertinent information as deemed necessary and as requested by the Department to verify this statement or regarding my (our) competency and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the Department.
5. The undersigned undertake that in case of any information furnished by me found to be incorrect, the Government has right to reject the Bid.

(Signature of Tenderer)

Date

Format - VII

SAMPLE FORMATS

UNDER TAKING

This is to certify that

1. My firm has neither been associated, directly or indirectly, with the Consultant or with any other entity that has prepared the design, specifications, and other documents for the Project nor has any person associated with been proposed as Project Manager for the Contract.

2. My firm has not engaged any agency and any of its affiliates engaged by the Engineer-in-Charge to provide consulting services for the preparation or supervision of this work.

3. My firm has not engaged any Engineer of gazetted rank employed in Engineering or Administrative duties in an Engineering Department of the Government of Orissa or other gazetted officer retired from Government service during last two years without prior permission of the Government of Orissa in writing on or before submission of this tender. I am aware that my contract is liable to be cancelled if either I or any of my employees is found any time to be such a person who had not obtained the permission of the Government of Orissa as aforesaid.

Signature of the Tenderer.
Date:-

Note: i. Strike out whichever is not applicable
ii. In case any person is under his employment with due permission from Government, the same may be cited in a separate letter.

Format – VIII

INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF TENDERER OR ABANDONMENT OF WORK BY THE TENDERER

1. a) Is the tenderer currently involved litigation relating to the works. Yes / No in any
   b) If yes: give details:
2. a) Has the tenderer or any of its constituent partners been debarred/ expelled by any agency in India during the last 5 years. Yes / No
3. a) Has the tenderer or any of its constituent partners failed to perform 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, qualification application will summarily be rejected.

Signature of Tenderer

DETAILED TENDER CALL NOTICE

1. INVITATION OF TENDERS:-

1.1 Percentage bids for works in **column 2 of TCN** are to be received online in the Website **www.tendersorissa.gov.in**

1.2 Only those tenderers who are willing to accept all the terms & conditions of this detailed tender call notice need submit the tenders. Joint Venture/ Consortium agreements/ M.O.Us are not allowed to participate in the Bid.

1.3 Tender documents for the above works are available online in the Website **www.tendersorissa.gov.in**

1.4. Govt. of Odisha has introduced e-payment gateway into the portal for payment of cost of Bid. The process of using e-payment gate way is mentioned in the**"procedure for electronic receipt, accounting and reporting of cost of tender paper on submission of Bid".**

In the case of Govt.Undertakings, Co-operative Societies, Diploma or Degree holders in Engineering and SC&ST Contractors who are registered with the State Govt, the rules framed by Govt. from time to time regarding earnest money deposit, initial security deposit will apply.

1.5 Undertaking that he/she will submit requiste security deposit at the time of agreement if he will be the L1 bidder.

1.6 **OFFICE MEMORANDUM**

No. 07764600022025 17941 /W., Bhubaneswar Dt. 8.10.26

Sub:- Amendment of Codal & Contractual Provisions.

Earlier, the provisions of threshold negative bid caps of 15% introduced in Appendix-IX, Clause 36 of OPWD Code Vol.-II had been abolished, and the system of incremental Additional Performance Security (APS) was adopted vide Works Department O.M. No.173/W., dated 03.01.2026 in the procurement of Works undertaken by Government of Odisha and its agencies to ensure that the procurement process results in a viable and successful manner.

Subsequently, a clarification vide Works Department O.M. No. 632/W., dated 09.01.2026, and a corrigendum No. 14560/W., dated 11.08.2026, were issued on the subject.

Considering the continuing trend of quoting of abnormally low bids in procurement of Works, Government, after careful consideration, have been pleased to further review the issue of abnormally low bid prices.

Now, therefore, in supersession of Works Department O.M. No.173, dated 03.01.2026, O.M. No.632/W., dated 09.01.2026 and Corrigendum No.14560/W., dated 11.08.2026, it has been decided that the Additional Performance Security (APS) shall be obtained from the selected bidder, on an incremental basis, where the accepted bid price is lower than the Cost Put to Tender, in the following manner:

The Additional Performance Security (APS) shall be calculated as a percentage of the accepted Bid Price of the selected bidder.

For the purpose of determining the APS, the percentage by which the accepted Bid Price is lower than the Cost Put to Tender shall be calculated and rounded off.

The rounded-off percentage so determined shall be referred to as the Rounding Off of Percentage Less (ROPL) of accepted Bid Price and shall form the basis for calculation of the APS in accordance with the applicable incremental rate prescribed under this Office Memorandum.

Rounding Off of Percentage Less (ROPL) of accepted Bid Price, i.e. the percentage by which the accepted Bid Price is less than the Cost Put to Tender, shall be as follows:

Where the decimal fraction is less than 0.50, the percentage shall be rounded off to the next lower whole percentage.

Where the decimal fraction is 0.50 or above, the percentage shall be rounded off to the next higher whole percentage.

For avoidance of doubt, 13.25% less shall be reckoned as 13% less, whereas 13.50% less shall be reckoned as 14% less, for the purpose of determining the applicable APS under this Office Memorandum.

Calculation of Additional Performance Security:

Where the accepted bid price is such that the ROPL is up to (-)10%, no additional performance security is required.

where the accepted bid price is such that the ROPL is below (-)10% but not below (-)20%, the additional performance security percentage shall be incremented by 0.2% for every percentage of ROPL below (-)10%; for avoidance of doubt, if ROPL is (-)13%, then APS shall be @ 0.2% x (13-10) = 0.6% of accepted bid price.

where the accepted bid price is such that the ROPL is below (-)20% but not below (-)30%, the additional performance security percentage shall be incremented by 0.3% for every percentage of ROPL below (-)20% in addition to 2% of the accepted bid price; for avoidance of doubt, if ROPL is (-)24%, then APS shall be @ 0.3% x (24-20) +2% = 1.2% + 2% = 3.2% of accepted bid price.

Where the accepted bid price is such that the ROPL is below (-)30% or more, the additional performance security percentage shall be incremented by 0.5% for every percentage of ROPL below (-)30% in addition to 5% of the accepted bid price; for avoidance of doubt, if ROPL is (-)37%, then APS shall be @ 0.5% x (37-30) + 5% = 3.5% + 5% = 8.5% of accepted bid price.

The additional performance security shall be treated as part of the performance security.

The provision of additional performance security shall be applicable to all forms of tender except Turnkey Tender.

Justification for abnormally low bids shall be scrutinized by the Technical Committee and recommended to the Competent Authority for Acceptance of Tender as per Para 6.3.15 of OPWD Code, Vol-I for the approval of the Additional Performance Security (APS). An abnormally low bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Procuring Entity may, in such cases, seek written clarifications from the Bidder, including detailed price analysis of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the bid document. If, after evaluating the price analysis, the procuring entity determines that the Bidder has substantially failed to demonstrate its

capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/ Proposal. However, it would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered as an abnormally low bid.

If more than one bid is quoted (decimal up to two numbers will be taken for all practical purposes, in percentage rate tenders) as lowest, either at the estimated cost put to tender or less than the estimated cost put to tender, the Tender Accepting Authority will finalize the tender through a transparent lottery system, where all the concerned bidders/their authorized representatives, the concerned SE/EE of the concerned Division and DAO will remain present.

If the rate quoted by the SC and ST Category Contractors comes to the rate quoted by the lowest bidder (decimal up to two numbers will be taken for all practical purposes, in percentage rate tenders) after availing 10% price preference as per Para 2 of Works Department Resolution No. 16262 dated 30.10.2018, the tender shall be finalized by the Tender Accepting Authority through a transparent lottery system along with other categories of contractors.

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

However, as regards the bidding process in which the tender has been floated before the issue of this Office Memorandum, the APS shall be calculated as per Works Department O.M.No.173 dt 03.01.2026 r/w O.M. No.632/W., dated 09.01.2026 and Corrigendum No.14560/W., dated 11.08.2026.

In pursuance to, Works Deptt. OM No.2375/W, dt.03/03/2022, Additional Performance Security(APS) shall be refunded immediately on successful completion of the work within seven(07) days of issuance of Completion Certificate/ Provisional Completion Certificate.

This has been concurred in by the Finance Department vide OSWAS file No.FIN-WFI-MISC-0102-2025.

1.7 The written agreement in PWD form **P-1** to be entered into between the successful tenderer here-in-after called the contractor & the State Govt. shall be the foundation of the rights of both the parties & the contract shall be deemed to be incomplete until the agreement has been first signed by the contractor & then by the proper officer authorized to enter into the contract on behalf of the State Govt.

1.8 The acceptance of the tender & award of the contract even to more than one contractor, if considered necessary, will rest with the Chief Engineer, RWS&S, Bhubaneswar who does not bind himself to accept the lowest tender & will reserve to himself the authority to reject any or all of the tenders received, without assigning any reasons.

1.9 **Deleted**

1.10 A) Tender may not, at the discretion of the competent authority, be considered, unless accompanied by scanned copies of the PAN or GST Registration Certificate, & the original certificates are to be produced before the tender opening authority as & when required for verification.

B) Bidders registered under other State Governments /MES/Railways/CPWD in equivalent rank may participate in the tender, but successful bidder has to register under the state PWD before signing the Agreement.

1.11 **All the rates & prices in the tender is execulsive of GST. The GST as applicable will be paid extra. The contractors shall produce necessary receipts in support of payment of royalty & taxes for the materials supplied by them for the work failing which royalty taxes as applicable will be deducted from their bills. Additional charge alongwith DMF and EMF may be deducted in addition to Royality.**

1.12 The work is to be completed in all respects within the period mentioned in column 5 of TCN in calendar months from the date of written order to commence the work.

Incentive should be paid in respect of individual project for new construction/substantial additional or improvement works, the minimum value of which is mentioned below

	Name of work	**Minimum value**
1.	Building work/ PH. Work	Rs. 40.00 lakhs
2.	Road work	Rs.3.00 crores
3.	Irrigation work	Rs.10.00 crores

Subsequent ammendment

For availing incentive clause in any project which is completed before the stipulated date of completion subject to other stipulations it is mandatory on the part of the concerned Executive Engineer to report the actual date of completion of the project as soon as possible through FAX or e-mail so that the report is recived within 7 days of such completion by the concerned Superintending Engineer,Chief Engineer & the Administrative Department .

The incentive for timely completion should be on a graduated scale of one percentage to 5 percent of the contract value .Assessment of incentives may be worked out for for earlier completion of work in all respect in the following scale.

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

Office Memorandum L.No. 1046 Dtd 28.1.2015 of Govt vide Works Department

After careful consideration Govt have been pleased to make an amendment to Note –I of para 3.5.5 of OPWD Code Volume-I by way of substituting "Road Work" at Sl No 2 with "Road work/Bridge Work" (excluding the project funded by MORTH, Govt of India) .

This has been concurred in by the Finance Department vide their UOR No 145-ACSF Dtd 8.1.2015.

2. INSTRUCTIONS TO TENDERS

2.1 **Eligibility Criteria**

The eligibility criteria for participation in this tender are given below. The tenderer(s) should go through these eligibility criteria before purchasing the tender documents. Tenderer(s) not fulfilling the eligibility criteria and submit the tender, can do so at their own risk, as the tender will summarily be rejected.

1. **The intending tenderer(s) should have the valid registration certificate , vaild PAN, valid GST Registration certificate . They should upload the scan copies of the same.**

2. To avail the **50% exemption of EMD and price preference**, The intending **SC/ ST contractor(s)/ tenderer(s) should upload** the scan copy of the caste certificates alongwith affidavit for availing exemption of 50% EMD & price preference in favour of SC/ST & physically handicapped tenderers shall be allowed on the basis of the existing Rules in force and as amended from time to time. The latest amendments are enforced as per Works Department Resolution No.16262 dtd.30.10.2018 for SC/ST contractors.

3. To avail the exemption of EMD, the intending Engineering Contractor should have an affidavit along with the tender paper for such exemption that he has not availed

three(3) no of works during the current financial year and this affidavit should be up-loaded along with the tender documents in the web site .

Further, If he has not submitted an affidavit for such exemption along with tender paper his tender is liable for rejection. Further, he should produce the original registration certificate for making necessary entry regarding such exemption if he stands 1st lowest before acceptance of tender in his favour.

4. The intending tenderer(s) should submit "**No relationship with any of the officers" certificate as detailed in clause 2.7 of DTCN"** .An **affidavit** in this regards should be submitted.

5. The intending tenderer(s) have not **abandoned any work similar nature nor their contract should have been rescinded during last five years**. An **affidavit** in this regards should be submitted.

6. The intending tenderer(s) has to submit an **affidavit regarding correctness / authenticity of all the documents** submitted with the tender paper.

7. The intending tenderers **should upload the scan copy (ies) of the said affidavits** & the original affidavit should be submitted to the authority i.e Superintending Engineer, RWS&S Division, Nuapada on or before the date of time of opening of the bid.

8. **Regarding similar nature of work** : - Deleted.

9. Bid documents consisting of qualification information and eligibility criteria of bidders, plans, specifications, drawings, the schedule of quantities and abstract of estimate of the various classes of work is available in website **www.tendersorissa.gov.in**

10. The bid for the work shall remain open for acceptance for a period of ninety days from the Last date of receipt of bids. If any Bidder / Tenderer withdraws his bid/ tender before the said period or makes any modifications in the terms and conditions of the bid, the said earnest money shall stand forfeited.

11. A bidder shall not be permitted to bid for works in the RWS&S Circle responsible for award and execution of contracts in which his or his spouse's near relative (defined as first blood relations, and their spouses) is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive).

12. No Engineer of gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the State Government is allowed to work as a Contractor for a period of two years after his retirement from Government service, without Government permission.

13. Other details can be seen in the bidding documents, which is available in website **www.tendersorissa.gov.in**

14. Subsquent corrigendum (if any) can be only seen in the web site **www.tendersorissa.gov.in**

15. If the office happens to be closed on the opening day due to subsequent delarcation as holiday in Govt. or local authority the Govt. offices the tenders will be opend on the immediate next working day at same time and venue respectively.

16. **Additional performance security shall be taken on an incremental basis from the selected bidder for low bid prices in the project works as per OM No.07764600022025 173/W, Bhubaneswar dtd.03.01.2026 of Works Deptt. as follows and tender will be finalised as per O.M. No.632/W dtd.09.01.2026 of Works Department.**

I. Where the bid price is below 0% but not below 10% of the project cost put to bid, no additional performance guarantee/security percentage is required.

II.Where the bid price is below 10% but not below 20% of the project cost put to bid, the additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price.

III.Where the bid price is 20% or more below of the project cost put to bid, the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price.

IV. The additional performance guarantee percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.

V. The additional performance security shall be treated as part of the performance security.

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

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

2.2 During scrutiny evaluation & comparison of the tenders the authority at his discretion may ask any tenderer for clarification on his tender document including breakdown of the unit rates. The request for clarification & the response shall be in writing. No additional documents in fresh which will affect the original status of the eligibility criteria of the tender at the time of receipt of tenders are acceptable.

2.3 The successful tenderer shall make his own arrangement for all materials T&P machineries required for satisfactory completion of work in time. unless otherwise specified in the conditions of contract.

2.4 By submitting a tender for the work, a tenderer will be deemed to have satisfied himself by actual inspection of the site & locality of the work about the quality & availability of the required quantity of materials, medical & labour & food stuffs etc. & that the rates quoted by him in the tender will be adequate to complete the works according to the specifications & conditions attached there to & that he has taken into account all conditions & difficulties that may be encountered during its progress & to have quoted labour rates, & materials rates which shall include cost of materials with taxes, octroi & other duties, lead, lift loading & unloading, freight for materials & all other charges necessary for the completion of the work, to the entire satisfaction of the Chief Engineer, RWS&S, Bhubaneswar & his authorized subordinates. After acceptance of the contract rates, Govt. will not pay any extra charges from any reasons in case the contractor is found later on to have misjudged the condition as regards availability of materials, labour or any other factors.

2.5 Detleted.

2.6 Acceptance of the tender will be intimated online to the successful tenderer. The tenderer is to deposit the initial security deposit & sign the agreement as prescribed in the Notice Inviting Tenders.

2.7 If the tenderer has a relative employed as Officer in the rank of a Asst. Engineer & above in the State RWS&S or Asst. Secretary & above in the Rural water supply and sanitation Deptt., he shall inform the Chief Engineer,RWS&S, Bhubaneswar mentioning the exact details in a covering letter along with the tender failing which his tender will not be considered. Also if the fact or relationship subsequently comes to light, his contract will be rescinded. The Earnest Money & the total Security Deposit will be forfeited & he shall be liable to make good any loss or damage resulting from such cancellation. In case, the tenderer has no relationship with any of the Officers mentioned above he shall have to furnish with tender a certificate to this effect.

2.8 No contract work however petty, may be carried out except under & in accordance with duly executed agreement, or a special written authority from the Executive Engineer-in-Charge of work.

2.9 Canvassing in any form is prohibited & the tenders submitted by the tenderers who resort to canvassing will be rejected & the tenderer will not be allowed to tender for any other works in this Organisation.

2.10 Details of drawing & specifications if any as are not supplied with the tender documents for the work may be seen in the respective Office of the Executive Engineer, RWS&S, Division, **mentioned in TCN** on working days during working hours.

2.11 If any other information regarding plan & specifications etc. are required before submission of the tender, the same can be obtained from the respective Superintending Engineer, RWS&S Division, **mentioned in TCN**.

2.12 The detailed specification for all items of work involved in the work shall be in accordance with the following:-

(a) IRC & ISI Codes of practice & MOST publications such as specifications of road & bridge works & sound engineering practices.

(b) Orissa detailed standard specification.

(c) Any other standard code or specifications or work as prescribed by the Chief Engineer, RWS&S, Bhubaneswar/ respective Addl chief Engineer, RWS&S Circle,/Superintending Engineer, RWS&S Division, **mentioned in TCN**.

In case of variations in provisions of codes or specifications of works referred to above, the decision of the Chief Engineer, RWS&S, Bhubaneswar as regards the specifications to be adopted in the work, shall be final, conclusive & binding on both the parties. Every tenderer must examine the aforesaid specification before submitting his tender. The Chief Engineer, RWS&S, Bhubaneswar or his authorized subordinates reserves the right, without impairing the contract to make such increase or decrease in the quantities or items of work mentioned in the schedule attached to the tender notice as may be considered necessary to complete the work duly & satisfactorily. Such increase or decrease shall in no case invalidate the contractor's rates. It shall be definitely understood that the Govt. does not accept any responsibility for the correctness or the completeness of the quantities shown in the schedule. The schedule is liable to alteration by omissions or additions or deductions. Such omissions, additions or deductions to any extent shall in no case invalidate the contract & extra monetary compensation will be entertained.

2.13 The quoted percentage for the work will deem to include all incidental items which may be necessary such as bailing out of water from foundation, construction of bench marks, level pillars, profiles, benching leveling of ground etc. where required., The incidental items mentioned here in any only indicative & not exhaustive. No extra payment or claim will be admissible on these grounds.

All arrangements for traffic during construction including provision of temporary cross drainage structures, if required, & treated shoulder, including their maintenance, dismantling & clearing debris, where necessary shall be considered as incidental to the works & shall be the contractors respectively.

2.14 The contractor has to arrange for the adequate supply or clean water required for the works & also has to arrange adequate lighting arrangements for night work whenever necessary at his own cost.

Whenever possible, & available in stock the necessary pumps & pipe lines required for the work may be supplied by the deptt. on hire charges as fixed by the Executive Engineer. The cost of installations of the pumps & laying of pipe & dismantling the same including necessary carriage from the departmental godown & back shall be borne by the contractor.

2.15 The tenderers are required to go through each clause of PWD form **P-1** carefully in addition to the clauses here in before & herein after provided as these are deemed to be the part of the contract.

2.16 The notice inviting tenders, instructions to tenderers, general condition of contract, detailed call notice, special contract, specifications, schedule of quantities alongwith printed conditions of PWD form **P1** approved drawing, time schedule & the rate together with the letter of awarding the work will form part of the contract. In case of conflict between any of the provisions, the same is to be got clarified by the tenderer before submission of the tender. If such conflicts arise after the tenders are opened the decision

of Chief Engineer, RWS&S, Bhubaneswar / Addl chief Engineer, RWS&S Circle, Balangir shall deem to be final & binding on the contractor.

2.17 (a) The tenders will be considered to be valid for **90 days** from the last date of receipt of the tenders as per TCN.

(b) The period of validity of tender can also be extended if agreed by the tenderer & the deptt.

2.18 In case of ambiguous between clauses of this DTCN & **P-1** contract form, the relevant clauses of P-1 contract form, shall prevail over the DTCN. The clauses not covered in **P-1** contract form shall be governed by DTCN.

3. GENERAL CONDITION OF CONTRACT:

3.1 Deptt. will have the right to inspect the scaffolding & centering made for the work & can reject partly or fully such structures if found defective from safety or any other grounds. The contractor has to carry out any such detailed instructions from the Engineer-in-Charge or his authorized subordinates regarding such structures. All the centering & shuttering should be got approved by the Engineer-in-Charge before concreting is done.

3.2 The contractor shall not sublet whole or part of the work without written consent of the concerned Executive Engineer or transfer be made by power of attorney authorizing others to receive payment on behalf of the contractor & such consent if given shall not responsible for the acts, defaults & neglects of any sub-contractor employed by him as fully as if they were the acts, defaults & neglects of the contractor, his agents, servants or workmen. Employing labour directly on piece work basis shall not be deemed to be understood as subletting as explained above.

3.3 The contract comprises the construction, completion & maintenance of the works & except in so far as contract otherwise provided of provision of labour, material & construction plant, temporary works & everything whether of a temporary or permanent nature required in & for such construction, completion

3.4 (a) The drawing shall remain in the safe custody of the Executive Engineer, but two sets of copies there of shall be furnished to the contractor free of cost. At the completion of the work, the contractor shall return to the concerned Executive Engineer one set of all the drawings, supplied to him duly signed as completion drawing.

(b) No claim shall be entertained against the Deptt. on account of any increase in Railway or road freight or prices of cement, steel, petrol, coal, fuel, Oil lubrication, explosives & other materials or commodities, labour charges etc. During the course of construction or after tendering for this work, except for each extra cost, however, an escalation clause is enclosed separately.

3.5 The contractor shall give adequate notice in writing to the Engineer-in-Charge for any further drawing or specification that may be required for the execution of the work or other wise under the contract. In the event of any delay in the issuing of any of the detailed drawings etc. for any reasons what-so-ever reasonable extension of time may be granted on application by the contractor but on no account any claim for monetary compensation will be entertained.

3.6 One copy of the drawing supplied to the contractor shall be made available at the site for reference for use of the departmental officers during inspection.

3.7 From time to time the contractor shall submit to the Executive Engineer-in-Charge for his approval the programme showing the order of procedure & method in which he proposes to carry out the work & whenever required by the concerned Executive Engineer-in-Charge or his representative furnish for the information. Particulars in writing of the contractor's arrangements for the carrying out of the work & of the constructional plant & temporary work which the contractor intends to supply, use or construct as the case may be. The submission to the approval by the Engineer-in-Charge of such programme of furnishing of such particulars shall not relieve the contractor of any of his duties or responsibility under the contract.

3.8 The contractor shall be responsible for the true & proper setting out of the work & for the correctness of the position, levels, dimensions & alignment of all part of the work & for the provision of all necessary instruments, appliances & labour in connection there with. If any time during the progress of the works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the works the contractor on being required to do so by the concerned Executive Engineer-in-Charge or his representative shall at his own expenses rectify such error to the satisfaction of concerned Executive Engineer-in-Charge. The checking of any setting out or of any line or level by the concerned Executive Engineer of his representative shall not in any way relieve the contractor of his responsibility for the correctness there of & the contractor shall carefully protect & preserve all bench marks, pegs & other things used in setting out of the works.

3.9 Explosives shall not be used on the work by the contractor without the permission in writing of the concerned Executive Engineer & then only in the manner & to the extend prescribed. Where explosives are used the same shall be stored in a special magazine to be provided by & at the cost of the contractor who shall be liable of all damages, loss or injury to any person or property & shall be responsible for complying with all the statutory rules & regulations prescribed by the Chief Inspector of Explosives.

It is responsibility of the contractor to procure explosive required for the work. However, the deptt. may tender necessary possible help for procuring explosive License. No claim will however be entertained for delay or failure in rendering such help by the deptt.

3.10 The contractor shall in connection with works provide & maintain at his own cost all lights, guards, fencing & watching as & where necessary as required by the concerned Executive Engineer or his representative for the protection of the works or for the safety & convenience of the public or others.

3.11 The contractor shall indemnify the deptt. against all losses & claims for injuries or damages to any persons or property what-so-ever which may arise out of or in consequence of the construction & maintenance of the works & against all the claims, demands, proceedings, costs charges & expenses what-so-ever in respect of or in relation there to.

3.12 The contractor shall abide by the CPWD safety code introduced by the Govt. of India, Ministry of Housing & Supply in standing order No.44.250 dt.25.11.1957 any working day during office hours.

3.13 The contractor shall abide by “Fair wages” clause in accordance with the Govt. of Orissa, Works & Transport Deptt. Lr.No.A-VIIR-18/52/25 dt.26.2.1955 & No.IIM-56/52-28845 (A) dt.27.9.1961 & workmen Compensation Act. 1923 & other laws as may be introduce by the Govt. from time to time.

3.14 The contractor in accordance with the requirement of the deptt. afford all reasonable opportunities for carrying out their work to any other contractors employed by the Deptt. & their workmen & to the workmen of the deptt. & of any other duly constituted authorities who may be employed in execution on or near the site of any work not included in the contract or of any contract which the deptt. may enter into in connection with or ancillary to works.

3.15 The contractor shall at his own expenses provide & maintain all the constructional plant, temporary works, materials both for temporary & for the permanent works, labour transport to or from the site & in & around the works & other things of every kind required for the construction, completion & maintenance of the works.

3.16 The Deptt. may supply materials as are available with them but the contractor shall keep himself in touch with the day-to-day position regarding the supply of the materials from the Executive Engineer-in-Charge & to so adjust the progress of the work that their labour may not remain idle not may there be any other claim due to or arising out of the delay in obtaining the materials. It should be clearly understood that the contractor is solely responsible to make his own arrangements for all the materials required for the completing of the work in time.

3.17 On the completion of the work, all rubbish, debris, vats, tanks, materials & temporary structures of any sort of kind used for the purpose of or connected with its construction are to be removed by the contractor & all pits & excavations filled up at his own cost & the site handed over in a tidy & workmen like condition & the final payment in settlement of the accounts for the said work shall be held to be due or shall not be made to the contractors till such site clearance shall have been effected by him & such clearance may be

done by the concerned Executive Engineer at the expense of the contractor. In the event of his failure to comply with this provisions with 7 days after receiving notice in writing from the Engineer-in-Charge to that effect if it becomes necessary for the Engineer-in-Charge to have the site clearance done as indicated above at the expenses of the contractor the deptt. shall under no circumstances by held liable for any losses or damages to such of the contractor's property as may be no such site due to such removal there from, removal of which may be effected by means of public sale of such materials & property or in such way as deemed fit & most convenient to the concerned Executive Engineer.

3.18 The contractor shall have to submit to the Engineer-in-Charge fortnightly return of labour both skilled & unskilled as employed by him on the work in the proforma to be prescribed by the Chief Engineer,RWS&S, Bhubaneswar.

3.19 The contractors are requested to quote their percentage for all the items noted in the schedule or quantities. The deptt. reserves the right of deciding the type of the structures to be constructed i.e. frames or masonry structures & the contractor shall abide by the decision of the deptt. In case of alternative item or items occurring in the tender the Chief Engineer, RWS&S, Bhubaneswar/ Addl chief Engineer, RWS&S Circle, Balangir / Superintending Engineer RWS&S Division Nuapada as **mentioned in TCN** may order to execute any of the item or items at his direction, & the contractor shall not have choice in this decision to his advantage.

3.20 The rates in the tender will be deemed to include cost of all materials including loading ,unloading ,leads,lifts,taxes,cess,royalities etc & in other charges whether the materials are issued the Department or arrange from any other sources by the contractor.

3.21 The contractors shall supply samples of all materials, free of cost before procurement for the works for testing & acceptance as may be required by the concerned Executive Engineer.

3.22 The contractor shall uncover any part or parts of works or make opening in or through same as the concerned Executive may from time to time direct for testing & shall reinstate & make good such part or parts to the satisfaction of the Engineer-in-Charge.

3.23 The Engineer-in-Charge during the progress of the works has powers to order in writing in the site order book, so maintained at site of work by the contractor in the form prescribed by the deptt. from time to time.

(a) The removal from the site within such time or times as may be specified in the order of any materials which in the opinion of the Engineer-in-Charge are not in accordance with the specification.
(b) The substitution of proper & suitable materials.
(c) The removal & proper re-execution of any work in respect of materials or workmanship which in the opinion of the Engineer-in-Charge is not in accordance with the specification.

3.24 Either during execution or after completion of the work, contractor shall arrange at his own cost requisite equipments for testing the structures, if found necessary by the Engineer-in-Charge & bear the entire cost of such tests conducted as per the direction of the concerned Executive Engineer.

3.25 The contractor shall on the written order of the concerned Executive Engineer suspend the progress of the work or any part there of for such time or times & in such manner as the Engineer-in-Charge may consider necessary & shall during such suspension, properly protect & secure the work as far as in necessary in the opinion of the Engineer-in-Charge. No claim in this regard will be entertained.

3.26 The contractor shall after award of the works commence the work on site within the period to the prescribed by the Engineer-in-Charge & shall also maintain proportionate progress. The contractor should bear all expenses & **charges of special or temporary roads required by him in connection with** access to the site. Subject to any requirement in the contract as to the **completion of any portion of the works before completion of the whole**, the whole of the works shall be completed within the time stated in the contract. Normally no extension of time will be granted.

3.27 The concerned Executive Engineer shall make any variation of the form quality or quantity of the works or any part thereof that may in his opinion be necessary & for that purpose or of for any other reasons it shall in his opinion be desirable. If due to such alterations or additions any item or items of works are to be executed which are not specially covered by the contract **then <u>the same may be taken up departmentally through job work agreements with the same contractor or separate piece workers or through Muster Rolls at the prevailing schedule of rate at or rates approved by the Chief Engineer,RWS&S, Bhubaneswar/ Addl. chief Engineer,</u>** RWS&S **<u>Circle, Balangir</u>**. When the extra or additional items are executed through the same contractor he shall give in writing his willingness to accept the prevailing schedule of rates or the rates approved by the Chief Engineer,RWS&S, Bhubaneswar / **<u>Addl. chief Engineer,</u>** RWS&S **<u>Circle, Balangir</u>**, prior to taking up the work.

It is to be clearly understood that no claims what-so-ever will be entertained as regards extra or less quantity of work against the items provided in the contract or extra items of work done under written order of the concerned Executive Engineer, the rate in the later case being the prevailing schedule of rates or the rates approved by the Chief Engineer,RWS&S, Bhubaneswar/ **Addl. chief Engineer,** RWS&S **Circle, Balangir**. If the contractor executes the extra items but fails to give in writing his willingness to accept the prevailing schedule of rates the decision of the Chief Engineer,RWS&S, Bhubaneswar, will be final as regards rates admissible which will be binding on the contractor.

3.28 Normally the Department will not supply any material required for the work to the contractor. In case material like Steel or Bitumen is supplied the following provisions shall apply. Such materials as per Annexure A, if available with Deptt. may be supplied to the contractor at the direction of the Deptt. at the place & at the rates as noted against each. The contractor may satisfy himself about the quality & quantity of materials at the time of issue. In case of non-supply of these materials for any reason what-so-ever it shall be the responsibility of the contractor to procure such materials (to be approved by the Engineer-in-Charge) form the market & complete the work within the stipulated time. No monetary claim or compensation of any kind what-so-ever will be entertained by the Deptt. nor this can be taken as a plea by the contractor to apply for extension of time to complete the work. The safe custody & up keep of the materials so issued by the Deptt. will be the sole responsibility of the contractor. He is also to bear in addition, all the incidental charges such as transport, storage, handing of material .

3.29 However the deptt. shall have the right to supply at any time in the interest of work any departmental materials to be issued in the work in addition to those mentioned above & the contractor shall use such materials without any controversy or dispute on the account.

3.30 The rates of such materials as supplied under clause 3.28 and 3.29 will be at the stock issue rates fixed by the Deptt.at the time of issue or market rates prevalent at the time of supply, whichever is higher.

3.31 The contractor may take delivery of departmental supply of materials according to his need for the work issued by the Sub-division Officer. The contractor shall make all arrangements for proper storage including cost of store sheds required for the purpose & provide for watching arrangement at his expenses.

The Deptt. is not responsible for any theft of materials. Under any such contingencies if the contractor stops or delays in the execution of work relevant penalty clause as per **P-1** agreement will enforced.

3.32 The contractor will be responsible for the misuse, loss or damage due to any reason, what-so-ever of any departmental materials supplied to him during the execution of the work. In case of such loss, damage or misuse, recovery at the rate of 5 times the cost of the materials so issued will be deducted from the bills or his other dues.

3.33 (a)In case of departmental supply of Bitumen and Emulsion,the cost of empty bitumen drum basing on quantity issued will be deducted @ Rs.100/- (Rupees One Hundred only) per drum. In case of emulsion bitumen the cost of empty emulsion bitumen drum will be deducted @ Rs.200/- (Rupees Two Hundred only) per drum.

(b) No return of empty bitumen drum/ empty emulsion bitumen drum to the department is permissible.

(c) The differential cost of cement in case of lesser consumption due to design mix in comparison to the provision in the sanctioned estimate will be deducted from the contractor bill at the estimated rate of cement

(d) All tests required for the work are to be conducted in Govt. laboratory/Govt. approved Laboratory only.

3.34 Machinery if available may be issued at the direction of Deptt. to the contractor on hire at daily or hourly rates as per Appendix-'B' without P.O.L. subject to condition that the contractor executes in advance an agreement with the Engineer-in-Charge as per circular letter No. Vide Work Deptt. Lr.No.8949 dt.3.2.89.

3.35 The contractor will refund the machinery taken by him for use in the work in good & serviceable condition to the issuing store at his own cost.

3.36 The hire charges will be calculated from the date of issue to the date of return.

3.37 Super/Special class Contractor shall employ under him One Graduate Engineer and Two Diploma Holders belonging to the State of Orissa. Likewise "A" Class Contractor shall employ under him One Graduate Engineer or Two Diploma Holders belonging to the State of Orissa.
The contractor shall pay to the Engineering personnel monthly emoluments which shall not be less than the emoluments of the personnel of equivalent qualification employed under the Government of Orissa. The Chief Engineer, RWS&S, Bhubneswer may however assist the contractor with names of such unemployed Graduate Engineers and Diploma Holders if such help is sought for by the Contractor

The names of such Engineering personnel appointed by the contractor should be intimated to the tender receiving authority along with each tender as to who would be supervising the work. In absence of such intimation the tender shall be treated as incomplete.

Each work bill of the Super Class, Special Class and "A" Class contractor shall be accompanied by an employment roll of the Engineering personnel together with a certificate of the Graduate Engineer or Diploma Holders so employed by the contractor to the effect that the work executed and included in the bill has been supervised and measured by him/ them. The Rule is amended in Government of Orissa, Works Department Office Memo No. 13/93 24317 dtd. 28.09.1993

3.38 METHOD OF ISSUE OF MATERIALS

(a) (i) M.S Roads, Plates, structural & High Tensile steel bars if issued will be supplied in length & sizes & available in the stock.

For payment of reinforcement the steel including authorized lap page shall be measured in lengths of different diameters as actually used (including hooks & bends) in the work correct to a cm. & their weight calculated on the sectional weight/area prescribed by the Indian Standard Specifications. Wastages, spaces bars & unnecessary lap page will not be paid for. Annealed steel wires used for binding shall not be measured, its cost being included in the rate of reinforcement.

(ii) The contractor will have to bear the charges of straightening, cutting, bending, binding, tying jointing, welding etc. to required sizes without extra cost of Govt. No cut pieces of M.S Angles, M.S Rods, joints etc. less than 1m. in length will accepted back as surplus & all this will be contractor's property. Cut pieces of more than 1m. in length will be returned by the contractor at the issuing store without any conveyance charge..

(b) (i) Bitumen will be supplied in bulk or in standard drums if available.
(ii) All empty bitumen drums should not be returned to the issuing store & these drums are the property of the contractor for which the cost of each empty drum @ Rs.100/- (Rupees One Hundred only) is to be recovered from the contractor

HIGH TENSILE STEEL:

(a) HT steel may be supplied by Deptt. as required, if available in the Deptt. store. The steel will be supplied in lengths as received from the manufactures.
(b) Special cares will be taken by the contractor to store the HT steel under suitable shed as approved by the Engineer-in-Charge. He or his authorized representative should always have easy access to the store yard for inspecting the HT steel & satisfy themselves regarding the condition thereof. Any modifications suggested by them shall be scrupulously followed by the contractor.

(c) HT steel shall always be protected from rusting by suitably sealing the same which shall be removed just before the steel is being used. During monsoons days the HT steel shall be kept as far as practicable in air tight stores at the expense of the contractor.

(d) The contractor shall at all times maintain records showing the basis of the indents the receipts & the utilization of HT steel supplied by Deptt. These shall at all times be open for inspection by the Engineer or his authorized representative. Also no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental & damage so caused will have to be made good by the contract at his own cost.

3.39 The contractor should at his own cost arrange necessary tools & plant required for efficient execution of work & the rates should be inclusive of the running charges of such plant & cost of consumable.

3.40 Tenders containing extraneous condition not covered by tender notice are liable to be rejected. The tender should be strictly in accordance with the items mentioned in the call notice. Any change in wording will not be accepted.

3.41 The contractor will be responsible for the loss or damage to any departmental materials or machinery during transit & in the execution of the work due to any reasons what-so-ever & the cost of such materials will be recovered from the bills at stock issue rates or market rates which-ever-is higher.

3.42 From the commencement of the works to the completion of the same they are to be under contractor's charge. The contractor is to be held responsible to make good all injuries, damages & repairs occasioned or rendered necessary to the same by the fire or other causes & they are to hold Governor of Orissa harmless for any claims for injuries to persons or for structural damages to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the work. Also no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental & damage so caused will have to be made good by the contractor at his own cost.

3.43 It shall be presumed that the tenderer has satisfied himself as to the nature & location of works, sub soil strata & local conditions particularly those bearing on transports availability, storage & handling of material, weather conditions, monsoons conditions, currents in the river & availability of sweet water etc. & has estimated his cost accordingly. Deptt. will bear no responsibility for the lack of acquaintance of those conditions on the part of the tenderer. The consequences of the lack of such knowledge will be at the risk & cost of the tenderer.

3.44 The information & data shown in the contract documents are meant form general guidance only. The deptt. will not be responsible for the strict accuracy thereof for any deduction, interpretation, conclusion drawn there from by the tenderer.

3.45 The Engineer-in-Charge has full power to require the removal from the premises of all materials which in his opinion are not in accordance with the specification & in case of default the Engineer is to be at liberty to sell such materials & 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 Engineer is also to have full power to require other proper materials to be substituted & in case of default the Engineer may cause the same to be supplied & all costs which may attend such removal & substitution are to be borne by the contractor & 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.

3.46 If in the opinion of the Engineer-in-Charge, any of the work had been executed with improper materials of defective workshop the contractor, when required by the Engineer forth-with is to re-execute the same & to substitute proper materials & workmanship & in case of default of the contractor in so doing within a week the Engineer is to have the full power to employ other persons to re-execute the work & the cost thereof shall be borne by the contractor.

3.47 The Engineer-in-Charge or any other office authorized by the Deptts. to have at all times access to the works & the works shall be entirely under his control. He may require the contractor to dismiss any person in the contractor's employment for that works who may be incompetent or who may misconduct his SELF & the contractor shall comply with such requisition. Should be contractor not comply within one week this requisition for dismissal, the Engineer-in-Charge will have the power of closing down the work.

Provided that if the employee concerned is the Chief Agent of the contractor an appeal may be made by the contractor to the Chief Engineer the order of dismissal passed by the Engineer within 7 days of the order & the decision of the Chief Engineer on this point shall be final any conclusive.

If the Chief Engineer upholds the order of dismissal passed by the Engineer & the contractor does not comply within 3 days from the date of communication of the Chief Engineer's order with the requisition for dismissal the Engineer will have power of closing down the work. When the work is closed down under the above provision the contractor shall have no claim to any compensation from the deptt. either for loss of time, damage of materials loss of money by wages, hire, interest etc. for any cause.

3.48 The contractor is not to vary or deviate from the approved drawing of specification or executive any extra work of any kind what-so-ever unless upon the authority of the Engineer-in-Charge to be sufficiently shown by a order in writing or a drawing expressly given & signed by him as an extra or variation, or by any subsequent written approval signed by him.

3.49 Any authority by the Engineer-in-Charge for any alterations or addition in or to the work is not to vitiate the contract but additions, omissions, alterations or substitutions made in carrying out the work are to be measured & valued & certified by the Engineer & added to or deducted from the amount of the contract as the case may be at approved rates of the particular item of work.

In those cases in which such rates do not exist the Superintending Engineer will fix the rates to be paid. In case of any dispute the matter may be referred to the Chief Engineer whose decision shall be final & binding.

3.50 All works & materials brought & left at site by contractor or by his order, for the purpose of property of the Govt. of Orissa & the same are not to be removed or taken away by the contractor or any other person without the special permission in writing of the Engineer-in-Charge but the Governor of Orissa will not be liable for any loss or damage which may happen to or in respect of any such.

3.51 Any defects, shrinkage or other faults which may be noticed within 12 (Tweleve) months from the completion of work arising out of defective or improper materials or workmanship are upon the direction of Engineer-in-Charge to be amended & made good by the contractor at his own cost unless the Engineer for reasons to be recorded in writing shall decide that they sought to be paid for & in case of default the cost of making good the work shall be recovered from the contractor.

3.52 A certificate of the Engineer or an award of the refer herein after referred to as the case may be showing final balance due to payable to the contractor is to be conclusive evidence of the work having been duly completed & that the contractor is entitled to receive payment of the final balance but without prejudice to the liability of the contractor under the provision of clause.

3.53 For the purpose of jurisdiction in the event of dispute if any, the contract shall be deemed to have been entered into within the State of Orissa & it is agreed that neither party to the contract shall be competent to bring suit in regard to the matter by the contract at any place, outside the State of Orissa.

3.54 If at any time after the commencement of the work, the Governor of Orissa shall for any reason what-so-ever 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 of compensation what-so-ever an account of any profit or advantage which he might have derived from execution of the work in full but he did not derive in consequence of the full amount of the work not having been carried out neither shall be have any claim for compensation by reason of any alteration having been made in the original specification, drawings, designs & instruction which all involve curtailment or increase of the work as originally contemplated.

3.55 USE OF SITE

The contractor shall at his own expenses make all necessary arrangements of lands & their reclamation if any where necessary for stores, field office having sweet water supply & similarly arrangements required for his materials & his employees etc. & shall pay direct all charges & taxes the authorities & owner concerned.

The contractor shall have to abide by the regulation of the authorities concerned as well as the direction of the Engineer of the use of the site of work & should refrain from causing undue obstruction for the normal traffic in the river.

3.56 PROGRESS SCHEDULE

The contractor shall furnish within 15(Fifteen) days from the date of order to start the work, a progress schedule in quadruplicate indicating date of start, the monthly progress expected to be achieved & the anticipated completion of date of each major item of work to be done by him, also indicating procurement & setting up materials plant & machinery for the completion of the whole work in the time limit & of the particular items, if any in the due date specified in the contract & shall have the approval of the Engineer-in-Charge. Further the date for the progress in this schedule shall be kept up. In case it is subsequently found necessary to alter the schedule, the contractor shall submit in good time a revised one incorporating necessary modification proposed and get the same approved by the Engineer-in-Charge. No revised schedule shall be operative without such acceptance by writing. The Engineer-in-Charge is further empowered to ask for more detailed schedule week by week for any item or items & the contractor shall supply the same as & when asked for.

3.57 The contractor shall take all necessary precautions for the safety of the worker & preserving their health working in such jobs as required special protection & preparation. The following are some of the requirement listed; the same are not exhaustive & the contractor shall augment those precautions on his own where necessary & all comply with the direction issued by the Engineer-in-Charge in this behalf from time to time & at all times.

(i) Providing protective foot wear & head wear to workmen in situation like mixing & placing of mortar or concrete, in quarries & places where the work done in & too much in wet condition.
(ii) Providing protective head wear to workers working near equipments, cession launching etc. to protect them against accidental fall of material from above.
(iii) Taking such normal precautions like providing hand rails at the edges of the floating platforms or cargos allowing rails or metal parts of useless timbers to speared amount etc.
(iv) Supporting workmen will use proper belts, rope etc. when working in any plants, cranes hoists & dredger sets.
(v) Taking necessary steps towards training the workers concerned in the use of machinery before they are allowed to handle it independently & taking all necessary precautions in & around the area where machines, hoist & similar units are working.
(vi) Providing adequate no of boats for playing on the river during floods if work is under progress to prevent over load & crowding.
(vii) Providing life belts to all men working at all such situations from where they may accidentally fall in to the water & equipping the boats with adequate no of life buoys etc.
(viii) Avoiding bare live wires etc. as would electrocute workers.
(ix) Making all platforms staging an temporary structure sufficient strong & got causing the workmen, supervisory staff to take under risk.
(x) Providing sufficient first & trained staff & equipment to be available quickly at the work site to tenders immediate first aid treatment in case of accidents due to suffocation, drawing & injuries.
(xi) Taking all necessary precautions with regard to diver if necessary.
(xii) The workers engaged on risky jobs should be adequately insured.

3.58 No claim of idle labour etc. on any account will be entertained by the Deptt.

3.59 Approval of the Chief Engineer on the design method & specifications adopted in the bridge shall not absolve the contractor of his responsibility for the soundness of the structure or the efficiency of its execution.

3.60 The contractor shall have to make & maintain all diversion including light barriers etc. as directed by the Engineer-in-Charge if construction of the bridge disturbs the traffic.

3.61 The tender has to arrange lunching girder etc. which may be necessary to lunch the priestesses girder in to position at his own cost. The tenderer should quote their rates taking in to account of the launching of the priestesses girder into position at their own cost corm casting yard.

3.62 The clauses of printed form **P-1** contract with late addition/deletion/corrections substitution etc. will also be binding.

3.63 Before issue or the above materials to him, the contractor shall furnish Bank guarantee of any of the Nationalized Banks at Nayagarh for a sum equal to the cost of materials. The Bank guarantee should be valid for the entire period of agreement. The same may be refunded to the contractor only after the materials supplied to him are fully utilized in the works and cost thereof recovered from his bill(s) in full or – if the materials are partly utilized materials are returned by him to the department in full and in good condition and receipt thereof duly acknowledged by the concerned department officer

4. **FAIR WAGE CLAUSE**

The contractor should abide by the "*Model rules*" & additional Fare Wage Clauses as introduced in Govt. of Orissa Works Deptt. No.28842 (5) dt.27.9.61 over & above the one enforced in G.O No.4-A.VIII-18/52-25 dt.26.2.55. They should also abide with any amendment done by the Govt. from time to time.

MODEL RULES

4.1 Application: These rules shall apply to all construction works in charge of Orissa Public Work Deptt. which are expected to continue for a year or more.

4.2 Definition: "Workplace" means a place at which at a average fifty or more workers are employed in connection with construction work.

4.3 FIRST AID

(a) At every work place there shall be maintained in readily accessible place First Aid appliances including an adequate supply of sterilized dressing an sterilized cotton wool. The appliance shall be kept in good order & in large work places they shall be placed under the charge of a responsible person who shall be readily available during working hours.
(b) At large work place where hospital facilities are not available within easy distances of the work, First Aid Posts shall be established & be run by a trained compounded.
(c) Where large work place are situated in cities or in their suburbs no beds are considered necessary owing tot the proximity of site or town hospital as ambulance shall be provided to facilitate removal or urgent cases to these hospital. At these work place some conveyance facilities such as a car shall be kept readily available to take injured person or persons suddenly taken seriously ill to the nearest hospitals.

4.4 DRINKING WATER

(a) In every work place there shall be provided & maintained at suitable places easily accessible to labour, a supply of water fit for drinking.
(b) When drinking water is obtained from an intermittent public supply each work place shall be provided with storage where such drinking water shall be stored.
(c) Every water supply storage shall be at a distance not less than 50 feet from any latrines, drain or other source of pollution. Where water has to be drained from an existing well which is within such approximate of latrine, drain or any other sources of pollution the well shall be properly chlorinated before water in drawn from it for drinking. All such wells shall be entirely closed in & be provided with a trap door which shall be dust & water proof.
(d) A reliable pump shall be fitted to each covered well. The trap door shall be kept locked & opened only for cleaning to inspection which shall be done at least once in a month.
(e) The temperature of drinking water supplied to worker shall not exceed 90^0 F.

4.5 WASHING & BATHING PLACES

(i) Adequate washing & bathing places shall be provided separately for men & women.

(ii) Such place shall be kept in clean & drained condition.

4.6 SCALE OF ACCOMMODATION IN LATRINES & URINALS

There shall be provided within the proximity of every workplace latrines & urinals in a accessible place & the accommodation separately for each of them shall not be less than following scale:

	No.of Seat
(a) Where the number of persons employed does not exceed 50	2
(b) Where the number of persons employed exceeds 50, but does not exceed 100	3
(c) For every addition 100, (in particular cases the Executive Engineer shall have the power to vary the scale, necessary)	3 per 100

4.7 LATRINES & URINALS FOR WOMEN

If women are employed separate latrines & urinals screened from those for men an marked in the vernacular in conspicuous letter "For women only" shall be provided on the scale laid in rule-6.

Therefore man shall be similarly marked "for men only". A poster showing figure of a man & woman shall also be exhibited at the entrance of latrines of each sex. There shall be adequate supply of water close to the urinals & latrines.

4.8 **LATRINES & URINALS**

Except workplace provided with water flushed latrines connected with a water borne sew age system, all latrines shall be provided with receptacles on dry either system which shall be cleared at least four times daily & at least twice during working hours & kept on a strictly sanitary condition. The receptacles shall be tarred inside & outside at least once a year.

4.9 CONSTRUCTION OF LATRINE

The inside wall be constructed of masonry or some suitable heat resisting non-absorbent materials & shall be cement washed inside & outside at least once a year. The date of cement washing shall be noted in a register maintained for this purpose & kept available.

4.10 DISPOSAL OF EXCRETA

Unless otherwise arranged for by the local sanitary authority arrangements for proper disposal of excreta by incineration at the workplace shall be made by means of a suitable incinerator approved by Assistant Director of Public Health of Municipal Medical Officer of Health as the case may be in whose jurisdiction the workplace is situated. (Alternatively excreta may be disposal of by putting a layer of night soil at the bottom of pucca tank prepared for the purpose & covering it with 6" layer of waste of refuse & other covering it up with a layer of earth for a overnight when it will turn into manure).

4.11 PROVISION OF SHELTERS DURING REST

At every workplace there shall be provided free of cost two suitable sheds on for males & the other for rest of the use of labour. The height of the shelter shall not be less than 11 feet from the floor level of the lowest part of the roof.

4.12 CRECHE

At every workplace at which more than 50 women worker are employed there shall be provided only one hut for the use of children under the age of 6 years belonging to such women & shall be used for infants games & play & their bed room. The hut shall not be constructed to a lower standard than the following:-

(i) Thatched roofs.

(ii) Mud floors & walls.

(iii) Planks spread over the mud floor covered with matting.

The hut shall be provided with suitable & sufficient opening for light & ventilation. There shall be adequate provision of sweeper to deep the place clean. There shall be two Dais in attendance. Sanitary utensils shall

be provided to the satisfaction of the Health Officer of the area concerned. The use of the hut shall be restricted to children, their attendants & mothers of the children.

(a) Where the number of women workers in more than 50 the contractor shall provide hut & one Dai to look after the children of women workers.

(b) The size of crèche shall vary according to the number of women workers.

4.13 Crèche shall be properly maintained & necessary equipment like toys etc. shall be provided.

5 ADDITIONAL CLAUSE TO BE INCLUDED IN THE FAIR WAGE CLAUSES INTRODUCED IN G.O. NO. 4A- VII-R 18/52-25 DT.26.12.55

Clause (G) Under the provision of the Minimum Wages Act 1948 & the Minimum Wages (Central) Rules 1950 the contractor is bound to allow or cause to be allowed to labourers directly or indirectly employed in the works on day rest or six days continuous work & pay wages at the same rates as for duty. In the even of default Executive Engineer of Asst. Engineer concerned shall have the right to deduct the sum or sums not paid on account of wages for weekly holiday to any labourers & pay the same to the persons entitled there to from any payment due to the contractor.

Clause (H) The Contractor shall at his own expenses provide or arrange for the provisions of foot wear for any labourers doing cement mixing work & black topping or roads (The contractor has undertaken to execute under this contract to the satisfaction of the Engineer-in-Charge & on his failure to do so, Govt. shall be entitled to provide the same & recover the cost from the contractor.

Clause (I) The contractor shall submit by the 4th & 19th of every month to the Engineer-in-Charge a true statement showing in respect of the second half of the preceding month & the first half of the current month respectively (1) the number of labourers employed by him on the work (2) their working hours (3) the wages paid to them (4) accidents that occurred during the said fortnight showing the circumstance under which they happened & the extent of damage & injury caused by them & (5) the numbers of female workers who have been allowed maternity benefit according to clause (K) & the amount paid to them failing which the contractor shall be liable to pay to Govt. a sum but exceeding Rs.50/- only per each default of materially incorrect statement. The decision of the Executive Engineer shall be final in deducting from any bill due to the contractor the amount levied as fine.

Clause (J) In respect of all labour directly or indirectly employed in the works for the performance of contractor's part of this agreement, the contractor shall comply with or cause to be complied with all the rules framed by Govt. from time to time for the protection of health & sanitary arrangements for workers employed by the Orissa Public Workers Deptt. & its contractors. This will apply to work place having 50 or more workers.
Clause (K) Maternity Benefit Rules for female workers employed by contractor. Leave & pay during leave shall be regulated as follows:-

5.1 **Leave** **(i) In case of delivery**:- Maternity leave upto 8 weeks, 4 weeks upto & including the day of delivery & 4 weeks following that day.

(ii) In case of miscarriage"- Upto 3 weeks from the date of miscarriage.

5.2 Pay (1) in case of delivery :- Leave pay during maternity leave will be at the rate of the women's average daily earning calculated no the total wages earned on the days when full time work was done during a period of 3 months immediately preceding the date on which she give notice that she excepts to be confined or at the rate of twelve annals a day which ever is greater.

(2) In case of miscarriage:- Leave pay at the rate of average daily earnings calculated on the total wages earned on the days when full time work was done during a period of such miscarriage.

5.3 Conditions of the grant of maternity leave:- No maternity leave benefit shall be admissible to women unless she has been employed for a total period not less than month immediately preceding the date on which she proceeds on leave.
This will apply to work place which may continue a year of more,

5.4 CONDITIONS FOR WORKING & SECURITY

(A) Definition:-

Restricted area (s) for the purpose of the contract means the area(s) declared as such by the Govt. & shown in the site plan.

(B) Secrecy:-

The contractor shall take all steps necessary to ensure that all persons employed on any work in connection with the contract have noticed that the Indian Official Secrets Act 1923 IXIV of 1923 applies to them & will continue so to apply even after the execution of such works under contract.

(C) Contractor documents:-

The contract is confidential & must be strictly confined to the contractor's use except so far as confidential disclosure to sub contractor or suppliers is necessary & to the purpose of the contract.

(D) All document is copies thereof & extract there from furnished to the contractor shall be returned to the Chief Engineer,RWS&S,Bhubaneswar on the completion of the works of the earlier termination of the contract.

(E) Admission of site:-

The contractor will be permitted entry other than for inspection purpose of take possession of the site until instructed to do so by the Chief Engineer,RWS&S,Bhubaneswar. The portions of the site to the occupied by the contractor will be clearly defined and/or marked on the site plan & the contractor will on no account be allowed to extend his operation beyond these areas.

The Chief Engineer,RWS&S, Bhubaneswar reserves the right of taking over at any time any portion of the site which they may require & the contract shall at his own expense clear such portion for with. No photographs of the site or the works or any part thereof shall be taken, published or otherwise circulated without the prior written approval of the Deptt. Chief Engineer, RWS&S, Bhubaneswar.

Any construction officials connected with the contract shall have right of entry on this at all times.

The authorities shall have the power to exclude from the site may person whose admission there to may, in their opinion be undesirable for any reason what-so-ever. The contractor shall not be allowed any compensation on this account.

The contractor's agents, representatives, workmen etc. & his materials, carts, trucks or other means of transport etc. will be allowed to enter through & leave from only such gate or gates & at such time as the authorities in charge of the restricted area may at their present at the place of enter & exit for purpose of identifying his carts, trucks etc. to this personnel in charge of the security of the restricted area.

(F) Identify cares passes:-

The contractor, his agents & representatives are required individually to be in possession of an identify card or pass duly signed by the concerned authorities. The identity cards & passes will be examined by the security staff at the time of entry into or exit from the restricted area & also at any time or any number of times inside the restricted area.

The contractor shall be responsible for the conduct & action of his workmen, agents or representatives.

(G) Search:-

Through search of all persons & transport shall be carried out at each gate for as many time as the gate is used for entry or exists & may be carried out at any time or any number or times at the work site within the restricted area.

(H) Access to restricted area after completion or work:-

After the works are completed & the surplus store etc. removed the contractor, his agents, representatives or workmen etc. may not be allowed any access to the restricted area except for attending to any rectification of defects pointed out to him by concerned authorities.

(I) Fire precautions:-

The contractor, his agents, representatives, workers etc. shall strictly observe the orders pertaining to fire precautions within the restricted area.

6 SPECIAL CONDITIONS

6.1 Care should be taken to interfere as least as possible with traffic. The contractor shall use all due precautions for the safety of traffic & shall place barriers across each end of the length of the road which is being worked upon. Watchmen shall be employed & bright red lights place & maintained around the obstacle & elsewhere as the Engineer-in-Charge may direct. All diversion sign shall be clearly marked by white washed stones or any other means, when traffic is allowed along the shoulders. Barricades & warning signs shall be put as directed by the Engineer-in-Charge. These measures shall be at no extra cost to Govt.

6.2 Earth work will be done as per specification of IRC & as directed by Engineer-in-Charge from time to time. Measurement of earth work in road embankment will be done by section measurement, after it is compacted to the desired degree as per departmental directions.

6.3 Wherever possible, temporary land may be made available to the contractor for obtaining earth & in all such cases the depth of pits in borrow areas should be as per earth work specification attached to the DTCN. Wherever the depth of pits exceeds the permissible limits, the contractor is liable to pay compensation as may be required to pay to the land owners. The contractor must make his own arrangements for carriage of earth work at his own cost. No payment will be made for making a road or foot path or temporary bridges etc. Wherever required for earth from the borrow areas. The contractor shall, if required also arrange to obtain & carry earth from other sources at his own cost without any extra expenditure to the deptt. Borrow pit materials shall not be used unless it has been tested & approved by the Engineer-in-Charge. No claims will be entertained on grounds of non availability of temporary land or non-availability or adequate quantity of earth.

6.4 No claim will be entertained due to any delay involved in land acquisition required for the work. It shall be construed that the contractor has thoroughly acquainted himself about the situational condition before tendering for the work & after having fully satisfied himself about the site condition & after going through the stipulation of proceeding para of the special conditions of DTCN as quoted rates. Thus his quoted rates could be deemed to cover any & all distance & situations of the source of soil & also any & all modes of transport either by manual or mechanical means not with standing the fact that the concerned estimate or tender or schedule of rate for that matter does not envisage such provision.

6.5 No claim will be entertained due to any delays involved in land acquisition required for the execution of the work. However, suitable extension of time may be given on the recommendation of the Engineer-in-Charge.

6.6 The quantity of metal, gravel or moorum, sand, chips etc. should conform to the specification attached. The stacks of road metal & gravel of moorum will be measured in boxes to be provided by contractor of size 1.5m. x 1.5m. x 0.5m. which will be taken as 1.0cum & of chips 1.5m. x 1.5m. x 0.47m. equivalent to 1.0 cum.

The soil stones & other stones will be measured in suitable stacks as per direction of the Engineer-in-Charge & deduction for voids at the rate of $1/6^{th}$ of volume or more will be made from the total measurement depending upon the looseness of stacking.

6.7 A quarry chart as may be available may be seen in the office of the Executive Engineer. The contractor must however, satisfy himself that materials as per required specification & quantity are available in those quarries. No extra payment will be made due to non availability of materials as per required specification & quantity in the quarries shown in the departmental quarry chart. The quarry chart is only information & the deptt. do not accept any responsibility, if the materials are not available in full quantity & of approved quality.

6.8 Earth work, moorum consolidation, soling, metalling & bituminous construction will be done as per specification attached.

6.9 Any other new items to be executed will be done as directed by the Engineer-in-Charge. Bridge & culvert construction will be done as per specification attached.

6.10 For all purposes of payment, earth work excavation in foundation shall mean earthwork excavation below the natural ground level. The natural level in nallahs, streams, rivers or any drainage channel shall mean bed level at the site of construction.

6.11 The form work used shall be made of steel or unless specifically permitted by the Engineer in which case the form work shall be with seasoned salwood planks bullahs with lining of steel sheet inside & made watertight & shall be made sufficiently rigid by the use of ties & bracings to prevent displacement or sagging between supports & to withstand all pressure, ramming & vibration, without deflection from the prescribed lines occurring during & after placing of the concrete. The contractor has to submit to the Deptt. full working plan of the centering & shuttering to the bridge prior to execution. It is to be further noted that in the event of collapse of false work & staging, the contractor is liable to be blacklisted apart from other penalties according to the terms of contract & law.

6.12 Form works shall be so constructed as to be removed in sections in the desired sequence without damaging the surface of the concrete.

6.13 Bolts & rods for internal ties of the form work shall not remain projected beyond the concrete surface, when the form works removed. These shall be cut to a depth of 25mm. (1") from the exposed surface & holes refilled with concrete.

6.14 When oil is used for coating the inside of the forms, it shall be non-staining & applied before the reinforcement is placed. All savings, chips, debris & dust must be cleaned out of the forms immediately before placing the concrete. Care shall be taken to prevent reinforcement from coming in contract with the oil coating.

6.15 Centering shall be gradually & uniformly lowered in such a manner as to avoid any shock or vibration or injurious stress in any part of structure.

6.16 Immediately after removal of the form work, the concrete shall be carefully inspected. Any defects shall made good as soon as practicable.

6.17 Concrete should be machine mixed unless otherwise ordered in writing by Engineer-in-Charge.

6.18 The depth of foundation indicate on the drawing are provisional but these may be altered if necessary in the light of the nature of state indicated by boring or sub soil exploration which must be taken in advance of the actual execution of the foundation.

6.19 (a) Concrete test specimens whether plain or reinforced concrete for work if desired by the Engineer-in-Charge shall be taken by the contractor in the presence of responsible officer of the rank not lower than that of a Asst. Engineer or Sub-divisional officer.

(b) Test specimen shall be formed carefully in accordance with the standard methods & no plea shall be entertained later on the grounds that the casting of test specimen was faulty & that the result of the test specimen did not give a correct indication of the actual quality of concrete.

6.20 The standard of acceptance of the cube strength of concrete shall be per standard specification & code practice for Bridge Code of IRC 24-1972.

6.21 Sinking of wells shall be measured from low water level or bottom of well cap or the level of the cutting edge originally placed to the bottom of cutting edge, which ever is lower. The decision of Engineer-in-Charge as to the level of the low water level shall be binding & final & conclusive on all parties concerned.

6.22 All methods of sinking including sinking by employment of divers & other equipment shall be included in the rate of sinking through all kinds of soil. Removal of any trees, logs of trees of isolated boulders etc. shall also be included within the rate of sinking.

6.23 When resort has to be made to pneumatic sinking, the necessity for the same & rates there of shall be decided by the authority accepting the tender. The written order of the Engineer-in-Charge should be obtained before starting pneumatic sinking.

6.24 Construction of coffer dam or islands or the works of open excavation or dressing required for laying well curb shall be included in the rate of well sinking.

6.25 For concreting the bottom plugs of wells under water the method of pouring concrete should be either with tremie baskets or bags as will be directed by the Engineer-in-Charge.

6.26 No claims will be entertained in respect of difficulties due to sand blowing etc. met with during sinking of wells.

6.27 (a) Concrete should be machine mixed unless otherwise ordered in writing by the Engineer-in-Charge. Only controlled concrete will be used in all type of concrete work. The proportion of ingredients in the concrete will be strictly determined by weight & not by volume. The contractor shall furnish to the Engineer-in-Charge the mix design for each class of concrete & should get it approved by him before actual execution. The decision of the Engineer-in-Charge in respect of any variation or conflict of opinion shall be final, binding & conclusive on all parties concerned. The contractor should conduct all tests necessary & provide all machineries thereof as may be required by the Engineer-in-Charge for deciding the design.

(b) **COARSE AGGREGATE:-** Only crusher broken coarse aggregates will be used. The aggregate shall consist of clean hard, strong, dense, nonporous, durable pieces of granite. They shall not contain any pieces of disintegrated stone, soft, flaky, collated particles, salt, alkali, vegetable matter of other deleterious materials so as to reduce the strength or durability of the concrete or to attack the steel reinforcement. It shall comply with I.S. 383 1970. For RCC & priestesses concrete work, the maximum size of the coarse aggregate & grading will be decided by the Engineer-in-Charge.

(c) **FINE AGGREGATE :-** This shall consist of hard strong durable cubical clean particles of natural sand. They shall not contain dust lumps soft of flaky particles, mica & other deleterious materials so as to reduce the strength or durability of concrete or to attack the reinforcement. Fine aggregate shall conform to I.S. 283 1970.

(d) **WATER :-** The water used in concrete & mortar & for during & for easing any of ingredients of surface coming in contract with mortar or concrete shall be sweet portable water, clean & free from earth, vegetable salt, organic matter, acids & alkaline substance in solution or in suspension. The water used shall be that approved by the Engineer-in-Charge.

All materials to be used on work such as cement, sand, coarse aggregate, reinforcement etc. shall comply with the requirements of the Engineer-in-Charge & shall satisfy the test or analysis required by him or as specified by the IRC standard specification or in the absence of such authorized specification, such tests & analysis as may be specified by the Engineer-in-Charge. Collection of samples for the tests & conducting all these tests at such places as directed by the Engineer-in-Charge, will be at the cost of the contractor.

6.28 Collection of materials should be so planned that it is commensurate with the physical progress & to the time schedule.

6.29 Bitumen to be used for the work shall be heated in boilers only & not in open fire. Spraying of bitumen wherever necessary should be done only with the mechanical sprayer & pre-mixing of bitumen & stone aggregate should be done only in proper mechanical mixer hot mix plant.

6.30 The materials to be used in the work should conform to the stipulated physical requirement & other property.

6.31 During the course of execution, the traffic should be regulated in accordance with guidelines laid down vide Ministry Lr.No.III-32 (126)/72 dt.20.3.73.

6.32 NEW CLAUSE:-

(A) The rates for earthwork & concrete items wherever dewatering is imperatively necessary, the term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation of water. The quoted rates will be inclusive of this."

(B) Performance Security and defect liability: In case, any imperfection becomes apparent in the work within **24 months** from the date of final certificate of completion, 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 workmen and deduct the expenses from the security deposit and the contractor shall be liable to pay any part of the expenses not so recovered by the Engineer-in-Charge

7 CONDITIONS FOR ISSUE OF PLANT & MACHINERY TO CONTRACTORS ON HIRE.

7.1 The contractor must have adequate plant & machinery of their own for the work. The deptt. shall not take any responsibility to supply plant & machineries to the contractor. No claims on account of non supply of plant & machinery by the deptt. shall be entertained & no extension of time on this ground be entertained. If any time, the contractor desired, through a written application to avail the plant & machineries of the deptt., those can only be spared, if available with the deptt. He has to utilised the same at the prevailing hire & running charges of the deptt. enclosed with this DTCN.

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

7.3 All transit & incidental charges in connection with the dispatch of tools & plant & machinery from work shop shed/deposit return there to will be borne by the contractor.

7.4 The charges shall be recovered at the prescribed rates from & inclusive of the date the plant & machinery is made over upto & inclusive of the date it return even though the same day may not have been utilized for any reasons except for a major break down which may take more than 72 hours for repairs. The contractor shall immediately intimate in writing to the Engineer-in-Charge when any plant or machinery gets out of order requiring major repairs.

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

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

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

7.8 The plant & machinery once issued to a contractor shall not be returned by him on account of lace of arrangement of labour & materials etc. on his part. The same will be returned only when they require major repair, or when in the opinion of the Engineer-in-Charge the work or a portion of work for the same was issued is completed.

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

7.10 If the articles are not returned within the date originally specified or extended by the Engineer-in-Charge, in addition to the normal hire charge, surcharge equal to 10% of the hire charge will be levied for the period that the machinery is not returned. Such period will be treated as working time & charged as working time.

7.11 In the event of the not return of machinery, the full value of the articles at the current market price will be recovered from the contractors outstanding bills or any bills that may become due in respect of his other

works under the State Public Works Deptt. The decision of the Superintending Engineer shall be final in case of dispute.

7.12 The contractor shall, before taking the possession of the machinery enter into an agreement with the Engineer-in-Charge or his nominee in the form attached.

7.13 Log books of recording the hours of daily work for each of the plant the machinery supplied to the contractor will be maintained by the deptt. & will be attached by the contractor or his authorized agent daily. In case the contractor contests the correctness of the entries and/or fails to sign the log book, the decision of the Engineer-in-Charge shall be final & binding on him. Hire charge will be calculated according to the entries in the log book & will be binding on the contractor.

AGREEMENT FOR LOANS OF GOVT. TOOLS & PLANTS:

This agreement made the . . . . . of the thousand nine hundred ninety . . . . (here in referred to as "the hirer" which expression shall unless excluded by or repugnant to the context include his heirs, executors administrators & assigns) of the one part & the Govt. of Orissa (here in after referred to as the Govern which expression shall unless excluded by or repugnant to the context include his successors in office as assigns) of the other part.

Whereas the hirer is desirous of hiring the tools & plant of the Public Works Deptt. of the Orissa Govt. & more particularly specified in the schedule here under between here in after referred to as "the tools & plant".

And where as Govt. has agreed to let in hire the tools & plant to the hirer on the terms & conditions here in after mentioned.

Now it is hereby agreed by & between the parties here to as follows.

1. In consideration of the agreement that hire charges be recovered from their bills for works executed on which this machinery will be used or any other than standing in the names of contractor in the book of the deptt. or any other Govt. Deptt., the Govt. agrees to let hirer tools & plant for period of . . .. to be computed from the date of delivery of the tools & plant to the hirer at the Public Works Deptt. workshop at . . . . . .
2. The rate of hire charges will be as mentioned in the schedule attached.
3. The hirer shall not transfer, assign or sublet or in any way part with the tools & plant or any part thereof without the previous written approval of the Engineer-in-Charge.
4. On the expiry of the period of the hire, the hirer shall return the tools & plant to the Public Works Deptt. workshop/store . . . . . in the same good condition in which they were received by him.
5. In the event of the tools & the plant mot being returned on the expiry of the above mentioned period, the hirer shall without prejudice & any other liability pay to the Govt. on account equivalent to the rate of hire specified for the working period & an increase of 10%.
6. The tools & plant shall be open for inspection at all times to the officer of the Govt.
7. The hirer shall not operate the tools & plant so hired for more than one shift/two shifts of 8 hours each per day without the prior sanction of the Engineer-in-Charge. If the hirer operates the tools & plant beyond the aforesaid limit with the prior sanction of the Asst.Engineer, he shall pay to Govt. additional hire charges as well as over time charges for staff for such excess operation at the rate approved by the Engineer-in-Charge from time to time.
8. In case of breakdown, repairable at the site within a period of three days hire charges specified in the schedule will be levied except in the case of major repairs.
9. Normally the tools & plant will be supplied with operating staff.
10. The hirer shall be responsible for any claims for compensation for loss of life, injury or damage to property etc. arising due to any cause what-so-ever during the period the machinery is in his charge.
11. All municipal or the dues & taxes payable on account of the use or operation of the tools & plant for the period or hire shall be defrayed by the hirer.
12. The hire shall make good any loss or damage arising out of cases other than fair wear & tear to the tools & the plant during the period of hire. The cost recoverable form hirer shall be the full replacement value as determined by the Engineer-in-Charge. In the event of any loss or damage not being made good by the hirer to the satisfaction of the said Engineer-in-Charge of officer shall be at liberty to make good himself such loss or damage & recover the cost thereof from the hirer. The hirer shall pay to the said Engineer-in-Charge on demand such an amount as shall be necessary to make good the loss or damage failing which the same will be recovered from this dues as in case of hire charges.

13. On the breach of any term or condition of this agreement by the hirer the Engineer-in-Charge shall be entitled to demand the return of the tools & the hirer shall return the tools & plant within 72 hours from the date of receipt of such order in writing, in case of failure on the part of the hirer to comply with such order he shall be liable to pay such penalty as may be imposed by the Engineer-in-Charge for period the tools & plant are detained provided that the maximum penalty shall not exceed the cost of replacement of the tools & plant.
14. In the case of any dispute between the hirer & Govt. the decision of the Superintending Engineer shall be final.
15. In case any question, dispute of difference shall arise between the Engineer-in-Charge & the hire as to what additions if any sought in fairness to be made the amount of the hire by reason of breakdown of the machinery, shut-down of the work due to reasons beyond the control of hirer through no fault of the hirer also so due to the increase in quantities of the work beyond that included in the contract or due to any other matter or thing arising under or out of this contract except as to the matters left to the sole decision or requisition of the Engineer-in-Charge under the clause in the contract then such question, dispute, difference should be referred to the arbitration & decision of arbitrator so be shown by both the parties to the contract. The award of such arbitrator shall be equivalent to a final decision of the matter.
16. This agreement shall be operated by the Engineer-in-Charge on behalf of the Govt. & the terms Engineer-in-Charge shall include all officers duly authorized by him to exercise powers on his behalf.

TOOLS PLANTS & MACHINERS:

(i) No tools, plants & machineries ordinarily will be issued to the contractor on hire basis by the Deptt. The contractor is to have the minimum number of machineries like concrete mixers & vibrators of his own to enable him to complete the works without any hindrance.
(ii) The tenderer is to submit documentary evidences of possession of tools, plant & machineries required for the work along with his tender papers. Proforma A&B in page 31 of this DTCN should be filled up by the tenderer properly & fully.
(iii) Non-possession of the required of machineries will amount to rejection of the tender.
(iv) Adequate number of required machineries in fully running condition are to be kept at site by the contractor till completions of the work. The contractor should see that the machineries are promptly required & in running condition all the time. Repair/replacement should be done timely.
(v) Any delay in execution of the work due to lack of repair/replacement of machineries will amount to infringement of the conditions of the agreement & will lead to rescission of the contract as per relevant clause of F-2 Agreement.

Serial No.	Description & name of the articles	No	Amount of hire per hour	Remarks

In witness where of the hirer & the Engineer-in-Charge has for & on behalf of the Governor of the State have set their respective hand the day & the year here in above written.

Signed by :
In the presence of
1. 2.
signed sealed & delivered in the presence off

1. 2.

Government of Orissa, Finance Department Memo No.48443/F Code-46/95 dt.11.12.1995 regarding "Discontinuance of the system of procurement stock by Engineer Department."

X X X X

2 With a view to avoiding these situations, Govt. have been please to decide that with effect from 1.4.96, there will be no purchase of departmental store materials, nor booking of materials to show utilization of budget provision. It will be the responsibility of the contractor to purchase stores & utilize them in the work since materials like cement, steel etc. are easily & abundantly available at all the places, there will be no difficulty for contractors to procure the same. Therefore, the future agreements with contractors shall be executed accordingly & necessary

modifications to the agreement form may be made. In cases where agreements have already been executed for departmental supply of materials, efforts should be made to fulfill the same by utilization of the existing stores & also through inter-divisional & even inter departmental transfer of stores. For utilization of the surplus materials, agreement may however be made for supplying of materials to the extend available. In this way the existing materials should be exhausted.

3 Maintenance work should be undertaken by purchasing materials in case of departmental execution of work by directly charging to site account or through contractors. There should not be advance purchase of materials for the sake of storing & utilising the same in further works. No item of stores should be purchase which are available in the Central Store. Therefore, before effecting, such purchase a certificate from the Central Store has to be obtained regarding non-availability of the particular item of stores.

4 Consequent upon introduction of the new system, the Engineer-in-Charge of the work will have to exercise strict quality control & ensure that materials used by the contractors conform to the standard specifications.

The deptt. shall not supply any materials what-so-ever for the work. The contractor should be financially solvent & stable for advanced procurement of all materials to the required for the work vide Govt. of Orissa F.D.Memo No.as cited above.

ISSUE OF MATERIALS

The following materials may be issued to the tenderers vide clauses 3.27, 3.28, 3.29 at the rates & place mentioned against each. (General Conditions of Contract).

Materials	Unit	Rate	Place
1. M.S roads/ Tor rods of different categories	M.T	As per prevailing Issue Rate Or Market Rate Whichever is higher.	At .Departmental store
2.Bitumen	M.T	As per prevailing Issue Rate Or Market Rate Whichever is higher.	At .Departmental store
3. High Tensil Steel	M.T.	As per prevailing Issue Rate Or Market Rate Whichever is higher.	At .Departmental store

Before issue of the above materials to him the contractor shall furnish Bank Guarantee of any of the nationalized bank located at . . . . . for a sum equal to the cost of materials. The Bank Guarantee should be valid for the entire period of agreement. The same may be refunded to the contractor only after the materials supplied to him are fully utilized in the work & cost thereof recovered form his bill(s) in full or if the materials are partly utilized, materials are returned by him to the Deptt. in full & in good condition & receipt thereof duly acknowledged by the concerned departmental officer (vide Works Deptt. Memo No.Codes-M-19/92-13653 dt.5.6.93).

GOVT. OF ORISSA WORKS DEPTT. NO. CODE-M-19-92-2727 DT.3.2.94

As full quantity of materials required for the work is not usually issued to the contractor at the time, it would be desirable to obtain the quantum of Bank Guarantee to the extent of the cost of materials outstanding against the contractor so as to ensure that no point at time, the cost of materials exceeds the Bank Guarantee furnised.

Sd/-
F.A-cum-Joint Secretary of Govt.

8. Numbers of tests as specified in IRC /MOST /MoRTH/ Building codes / Specification required for the construction of roads /buildings or any structural works will be conducted by Govt. Test House /Department Laboratories / reputed material test laboratory as to be directed by the Engineer-in-charge. Testing charges, including expenditure for collector/ transportation of samples/ specimen etc. will be borne by the contractor. The collection of samples and testing are to be condicated bothe prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor.

9. The clauses of from of F2/P-1 contract with latest amendments / addition /deletion /corrections/substitution etc. will also be binding.

10 a) Details of drawing and specification as are not supplied with the tender for the work may be seen in the office of Executive Engineer as mentioned in column 8 of TCN during the working hours and days. Copies of specification as mentioned and available for perusal but not for sale . Complaint at feature data that plans and specifications have not been seen can not be entertained.

If any other information regarding plans and specification etc are required before submission of the tender the same can be obtained from the office of Executive Engineers as mentioned in TCN. The detailed specification for all items of works involved in the work shall be in accordance with the following subject to the approval of Chief Engineer /Superintending Engineer / Executive Engineer.

The work should be executed following relevant ODSS /building codes /ISI /MoRTH/IRC specification or any other specification approved byd the competent authority or E.I.C.

For details of specification for execution /testing /quality control measure the respective stipulations on the said codes /publications as above may be referred.

b) Any other standard code or specification prescribed by the Chief Engineer, Bhubaneswar , Orissa.

In case of variation in the provisions of codes or specifications of the work referred above the decision of the Chief Engineer, RWS&S,Orissa, Bhubaneswar as regards the specification to be adopted in the work shall be final, conclusive and binding on all parties concerned. Every tenderer must examine the aforesaid specification before submitting his tender. The Chief Engineer or his authorized subordinate reserve the right without impairing the contract to make such increase or decrease in quantities or items of work mentioned in the schedule attached to the tender notice as may be considered necessary to complete the work duly and satisfactorily. Such increase shall in no case invalidate contract. It shall be definitely understood that the Govt. does not accepts any responsibility for the correctness of the quantity shown in the schedule. The schedule is liable to altemation by omission or additions, deductions, .Such omissions, additions or deductions to any extent shall in no case invalidate the contract and no extra monetary compensation will be entertained.

11. Any other Government circulars /amendments / instructions issued from time to time will also be binding.

Procedure for Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids

1. The State Government have formulated rules and procedures for Electronic receipt, accounting and reporting of the receipt- of Cost of Tender Paper and Earnest Money Deposit on submission of bids through the e-procurement portal of Government of Odisha i.e. "https://tendersodisha.gov.in".

2. Electronic receipt of cost of tender paper has been successfully tested through SBI payment gateway. Now it has been decided to introduce electronic receipt of **Cost of Tender Paper and Earnest Money Deposit on submission of bids** through payment gateway of designated banks such as SBI/ICICI Bank/HDFC Bank for all Government Departments, State PSUs. Statutory Corporations, Autonomous Bodies and Local Bodies etc. in phases (ANNEXURE-I). The process outline as well as accounting and reporting structure are indicated below :

a) It will be carried out through a single banking transaction by the bidder for multiple payments like **Cost of Tender Paper on submission of bids.**

b) Various payment modes like Internet banking/ NEFT/RTGS of Designated Banks and their Aggregator Banks as well can be accessed by the intending bidders.

c) Reporting and accounting of the e-receipts will be made from a single source.

d) Credit of receipts into the Government accounts and to the designated Bank account of the participating entities indicated in Para 2 above would be faster.

3. Only those bidders who successfully remit their **Cost of Tender Paper on submission of bids would be eligible to** participate in the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure.

4. Banking arrangement:

a) Designated Banks (SBI/ICICI Bank/HDFC Bank) payment gateway are being integrated with e-Procurement portal of Government of Odisha (https://tendersodisha.gov.in)

b) The Designated Banks participating in **Electronic receipt, accounting and reporting of Cost of Tender Paper on submission of bids** will nominate a Focal Point Branch called e-FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.

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

a) **Log on to e-Procurement Portal:** The bidders have to log onto **the** Odisha e-Procurement portal (https://tendersodisha.gov.in) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now. submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.

b) **Uploading of Prequalification/Technical/Financial bid:** The bidders have to upload the required Prequalification /Technical/Financial bid, as mentioned in the bidding document and in line with Works Department office memorandum no.7885, dt.23.07.2013.

c) **Electronic payment of tender paper cost :** Then the bidders have to select and submit the bank name as available in the payment options

i. A bidder shall make electronic payment using his/her internet banking enabled account with designated Banks or their aggregator banks.

ii. A bidder having account in other Banks can make payment using NEFT/RTGS facility of designated Banks.

- Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.

d) **Bid submission:** Only after receipt of intimation at the e-Procurement portal regarding successful transaction by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.

e) **System generated acknowledgement receipt for successful bid submission:** System will generate an acknowledgement receipt for successful bid submission. Thebidder should make a note of **'Bid** ID' generated in the acknowledgement receipt for tracking their bid status.

6. Settlement of Cost of Tender Paper;

a) **Cost of Tender Paper:** In respect of Government receipts on account of **Cost of Tender Paper,** the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number.** The State

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

b) For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Odisha Treasury portal. Thereafter, remittance through NEFT & RTGS will befacilitated through the Odisha Treasury portal.

c) Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc., **Cost of Tender Paper,** the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number.** The State Procurement Cell shall generate Bank-wise list of challans and instruct the designated Banks to remit the money through the Odisha Treasury portal. The cost of tender papers will be credited to the registered Bank account of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc.

d) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee, EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.

e) Back-end Transaction Matrix of Electronic receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids is enclosed in the Annexure.

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

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

8. Forfeiture of EMD :

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

a) In case the **Earnest Money Deposit on submission of bid** is forfeited, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority.

b) The Tender inviting authorities of the Government Departments will deposit the forfeited **Earnest Money Deposit on submission of bid,** in the State Government Treasury under the appropriate head (8782-Cash Remittances and Adjustments between the officers rendering accounts to the same Accounts Officer-102-P.W.Remittances-1683-Remittances-91028-Remittances into Treasury) after taking the amount as a revenue receipt in their Cash Book under the head 0075-Misc. General Services-00-101 -Unclaimed Deposits-0097-Misc, Receipts-02080-Misc. Deposits and submit the detail account to DAG (Puri) as a deposit of the Division.

c) By clicking submit button, system will initiate the forfeiture of EMD. System will not allow the evaluator to

edit the initiation after clicking the submit button. Forfeiture option can be carried out in phased manner like one bidder at a time.

9. Role of the Banks:

a) Make necessary provision / customizations at their end to enable the provision for online payments / refunds as per this document.

b) Provide necessary real-time message to bidders regarding successful or unsuccessful transactions during online payment processes and redirect them to e-Procurement website with necessary transaction reference details enabling them to submit their bids.

c) The bank shall ensure transfer of funds from the pooling account to the Government Head/current account of PSUs/ULBs within the next bank working day as per the directions generated from e-Procurement portal.

d) Bank should provide timely reports and reference details to NIC enabling them to carry out their role as stated below.

e) e) Refund of amount to bidders as per the XML file provided by e-Procurement system on the next bank working day from the date of generation of the XML file and also provide a confirmation to NIC on the same.

10. Role of State Procurement Cell:

a) Communicate requirements of Government departments/ State PSUs/ Autonomous Bodies/ ULBs online payment requirements to National Informatics Centre / the authorised Banks for mapping/ customization.

b) In every working day, the State Procurement Cell shall generate MIS from the e-Procurement portal to ascertain the tender paper cost received in the e-Tendering process separately bank-wise for the Government Department and the PSUs/ULBs. The SPC shall generate bank-wise separate online challans from the Odisha Treasury portal and make the remittance through over the counter facility or NEFT/RTGS (as and when this functionality is available in Treasury portal) and issue instruction to the bank for remittance of the receipt to the State Government account.

c) The State Procurement Cell shall be responsible for providing challan details and MIS in respect of the remittance towards tender paper cost to the Tender inviting authorities for their record.

d) State Procurement Cell shall monitor the progress of e-Tendering by different Government departments / State PSUs/ Autonomous Bodies / ULBs through an MIS. State Procurement Cell shall monitor and send monthly progress reports to the Government.

e) The e-Procurement system will generate a consolidated refund & settlement XML file as an end of the day activity.

f) e-procurement system will provide a web service for payment gateway (PG) provider to pull the encrypted refund and settlement details in XML file against a day.

g) Similarly, payment gateway (PG) provider will provide a web service to pull the refund and settlement status against a day

h) e-procurement system will update the status accordingly for reconciliation report.

11. Role of National Informatics Centre :

a) Customize e-Procurement software and web-pages of Government of Odisha (https://tendersodisha.gov.in) to enable the provision for electronic payment.

b) The NIC, Odisha will modify / rectify the errors in electronic data relating to the Chart of Account.

c) NIC will provide an interface to organisations to download the electronic receipt data.

d) Enable automatic generation of daily XML files from e-Procurement system and ensure delivery of the same to the authorised Banks for enabling automatic refund/settlement of funds.

e) NIC shall enable the e-Procurement portal to generate MIS as required for the State Procurement Cell in order to make remittance of the tender paper cost to the State Government account using the Odisha Treasury portal.

12. Role of Cyber Treasury :

a) The cost of the tender paper deposited by the SPC using the Odisha Treasury Portal which will be accounted for by the Cyber Treasury and it shall submit the accounts to A.G (O) as per the established process.

b) The Cyber Treasury will provide MIS as required to the SPC for the purpose of accounting and reconciliation of the electronic remittances made to the State Government account.

13. Redressal of Public grievances :

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

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

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

ANNXURE-I

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

	Cost of Tender Paper on submission of bids	**Earnest Money Deposit on submission of bids**
Government Departments	I. The payment towards the cost of Tender Paper, in case Government Departments, shall be collected in separate Pooling accounts opened in Focal Point Branch called e-FPB of respective designated banks [as stated in Para 2] at Bhubaneswar on T+1_day. II. With reference to the Notice Inviting Tender/ Bid Identification Number, the amount so realized is to	I. In case of tenders of Government Departments, amount towards Earnest Money Deposit on submission of bids shall be collected in a pooling account opened for this purpose at Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's account within two working days on receipt of instruction from TIA through refund and settlement of e-procurement system.

	be remitted to Government Account under the Head Of Account 0075-Misc. General Services-800-Other Receipts-0097-Misc. Receipts-02237-Cost of Tender Paper through Odisha Treasury Portal after opening of the bid.	II. In case of forfeiture of Earnest Money Deposit on submission of bids, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority within two working days of receipt of instruction from TIA.

	Cost of Tender Paper on submission of bids	**Earnest Money Deposit on submission of bids**
State PSUs Statutory Corporations, Autonomous Bodies and Local Bodies.	I. In case of State PSUs, Statutory corporations, Autonomous Bodies and Local Bodies etc. the amount towards **Cost of Tender Paper,** on submission of bids shall be collected in separated pooling accounts opened in Focal Point Branch called e-FPB of respective designated Banks at Bhubaneswar on T+1 days. II. The Paper cost will be transferred to the respective current accounts of concerned State PSUs, Statutory Corporation, Autonomous Bodies and Local Bodies etc. after opening of bid.	I. Amount towards **EMD** on submission of bids shall be collected in a separate pooling account of Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's account on receipt of instruction from TIA through refund and settlement of e-procurement system within two working days from receipt of such instruction. II. In case of forfeiture of Earnest Money deposit on submission of bids, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority within two working days of receipt of instruction from TIA.

Procedure to participate in online bidding e-procurement

1. **PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL**: 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 Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL etc. 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 and GSTIN (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ GST Registration Certificate and GSTIN. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participated in the online bidding process.

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

   a. To log on to the portal the Contractor/Bidder is required to type his/her *username* and password. *The* system *will again ask to* select the DSC and confirm it with the password of DSC. 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 ID, password and DSC combination and authenticates the login process for use of portal.
   b. The tender documents uploaded by the Tender Inviting Officer in the website https://tendersodisha.gov.in will appear in the section of "Upcoming Tender" before the due date of tender sale. Once the due date has arrived, the tender will move to "Active Tender" Section of the *homepage*. Only a small notification will be published in the newspaper specifying the work details along with *mention* of the specific website for details. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders. Any bidder can view or down load the bid documents from the web site.
   c. 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.
   d. The *software* application has the provision of payment of cost of tender document through payment gateways of *authorized* bankers by directly debiting the account of the bidders.

1.1. Furnishing scanned copy of such documents is mandatory along with the tender documents otherwise his/her bid shall be declared as non-responsive and thus liable for rejection. 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.

1.2. In the case of any failure, malfunction, or breakdown of the electronic system used during the e-procurement process, the tender inviting officer shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control.

1.3. 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 processes that are undertaken through the e-procurement system irrespective of who operates the system.

1.4. For submission of Bids through the E-Procurement Portal, the bidder shall up load the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. The on line bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal before the specified date as per DTCN.

1.5. Each bidder shall submit only one bid for one package. A bid is said to be complete if accompanied by cost of bid document and appropriate bid security. The system shall consider only the last bid submitted through the E-Procurement portal.

1.6. 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 quarries related to the tender.

1.7. The details of drawings and documents pertaining to the works available with the officer inviting the Bid as well as in the office of the Superintending Engineer and Executive Engineer as mentioned in the Contract Data will be open for inspection by the bidders. The bidder is required to down load all the documents for preparation of his bid. It is not necessary for the part of the Bidder to up-load other Bid documents (after signing) while up-loading his bid. He is required to up load documents related to his eligibility criteria and qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred all the drawings and documents. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.

1.8. Any addendum / corrigendum/ cancellation of tender shall be published in the website https://tendersodisha.gov.in , notice board and through paper publication and such notice shall form part of the bidding documents.

1.8.1. 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 which 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.

All the volumes/documents shall be uploaded / provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and up load the scanned documents in Portable Document Format to the portal in the designated locations of Technical Bid. He will fill up the rates of items or percentage in the BOQ down loaded for the work in designated Cell and up loads the same in designated locations of Financial Bid. Bidders are to submit only the original BoQ uploaded by publisher after entering the relevant fields without any alteration/deletion/modification. Multiple BoQ submission 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. In the percentage rate tender, the bidder quoting Zero value is valid and will be taken as Schedule of Rates. Submission of document shall be effected by using DSC of appropriate class.

2. **PAYMENT OF EMD/ BID SECURITY AND COST OF BID DOCUMENTS**:

2.1 Deleted.

2.2 Deleted.

2.3 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 (price bid). In the eventuality of failure on the part of the lowest successful bidder to procedure 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 as 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.

2.4 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.

2.5 Government of Odisha has introduced e-payment gateway in to the portal for payment of cost of Bid and Bid Security/ Earnest Money Deposit. The process of using e-payment gateway is mentioned in the "***Procedure for Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids***". .

3. **FORMAT AND SIGNING OF BID**: (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.

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 within the final date and time of submission.The bidder shall only submit single copy of the required documents and Price Bid in the portal. In the Financial bid, the bidder can not leave any figure blank. He has to only write the figures, the words will be self generated. The Bidders are advised to up load the completed Bid document well ahead of the last date & time of receipt to avoid any last moment problem of power failures etc.

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

3.2. The bidder shall log on to the portal with his DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents. Once the Bidder makes sure that all the documents have been up-loaded in appropriate place he clicks the submit button to submit the bid to the portal.

3.2.1. The bids once submitted can not be retrieved or corrected. Tender cannot be pre-opened and cannot be submitted after due date and time. Therefore only after satisfying that all the documents have been uploaded, the Bidder should activate submit button.

3.2.2. In the e-procurement process each processes are time stamped. The system can identify each individual who has entered in to the portal for any bid and the time of entering in to the portal.

3.2.3. The Bidder should ensure clarity of the document up loaded by him to the portal especially the scanned documents by taking out sample printing. Non-submission of legible documents may render the bid non-responsive. However, the Officer inviting the Bid if so desires can ask for legible copies or original copies for verification with in a stipulated period provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit the original documents with in the stipulated date, his bid security shall be forfeited.

SUBMISSION OF BIDS:-

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

3.4. 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 items 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.

3.5. 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.

3.6. 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 items(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.

3.7. The bidder shall log 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.

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

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

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

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

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

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

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

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

3.16. 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.

3.17. 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 bythe bidder is found to be false/ fabricated/ bogus, his EMD/BID Security shall stand forfeited and his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

4. SECURITY OF BID SUBMISSION:

4.1. All bid data uploaded by the Bidder to the portal will be encrypted by the DSC of the opener(s). The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender.

4.2. The Bid shall be received in encrypted format by the system which can only be decrypted / opened by the authorized openers only on or after the due date and time.

5. DEADLINE FOR SUBMISSION OF THE BIDS :

5.1. The online bidding will remain active till the last date and time of the bid submission. Once the date and time (Server date and time) is over, the bidder will not be able to submit the bid. The date & 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.

RESUBMISSION AND WITHDRAWAL OF BIDS :

5.2. Resubmission of bid by the Bidders for any number of times before the final date and time of submission is allowed.

5.3. Resubmission of bid shall require uploading of all documents including price bid afresh.

5.4. 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.

6. LATE BIDS :

6.1. The system shall reject submission of any bid through portal after closure of the receipt time. For all purpose the server time displayed in the e-procurement portal shall be the time to be followed by the bidder and concerned officers.

7. MODIFICATION AND WITHDRAWAL OF BIDS :

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

7.2. In the E-Procurement Portal, withdrawal of bid is allowed. But in such case he has to write a letter with appropriate reasons for his withdrawal addressed to the Officer inviting the bid and up load the scanned document to portal in the respective bid before the closure date and time of receipt of the bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.

8. OPENING OF THE BID:

8.1. Bid opening date is specified during tender creation or can be extended with corrigendum. This date is available in IFB, tender document as well as the home page of portal. Bid opening can be done by the authorized users which are defined during the tender publication / approval stage. The bids are encrypted using there public keys and can be decrypted only on or after the Bid Opening due date and time. The bid openers private key will be required to open the bids and all the openers have to log on to the portal during that time.

8.1.1. The bidders who participated in the on line bidding can witness opening of the bid from any system logging on to the portal with the DSC away from opening place. Contractors are not required to be present during the bid opening at the opening location if they so desire.

8.1.2. Each activity is date and time stamped with user details. For time stamping, server time is taken as the reference.

8.2. In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid/Engineer-in-Charge, the bids will be opened at the appointed time on the next working day.

8.3. In case bids are invited for more than one package, the order for opening of the “Bid” shall be that in which they appear in the “Invitation for Bid”.

8.4. The Bid openers; who have been pre-defined shall log on to the portal with their respective DSC. Unless all the Officers who have been declared as Opening officers, log on the portal with their DSC the Tender cannot be opened.

8.5. In case of non-responsive tender the officer Inviting tender should complete the e-Procurement process by uploading the official letter for cancellation/ re-tender.

EVALUATION OF BIDS:-

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".

8.5.1. After opening of technical bid, the bidder may be asked in writing / online (in their registered e-mail ID) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents required for Technical Evaluation. 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 bidders 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.

8.5.2. 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

8.5.3. Immediately, on receipt of these clarifications, the Evaluating Officers; predefined in the system for the bid, will finalize the list of responsive bidders. They will log on to the site with their DSC and record their comments on the Technical evaluation page in the system. The Officer Inviting the Bid if also the accepting authority, shall log on to the system with his digital signature and check the technical evaluation. He can either accept or pass on to the evaluating officers for re-evaluation. Upon acceptance of technical evaluation by the Accepting authority in the system, the system shall automatically generate letter to all the responsive bidders and the system shall forward the letter to all the responsive bidder that their technical bid has been evaluated responsive with respect to the data/information furnished by him and the letter shall also intimate him the date & time of opening of financial bid. The system shall also inform the non-responsive bidders in their e-mail ID that their bid has been found non-responsive.

8.6. The Technical evaluation of all the bids shall be carried out up as per the information furnished by the Bidders. But evaluation of the bid does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action as per relevant clause of DTCN shall be taken against the bidder/contractor.

8.7 The Procurement officer-Evaluators will evaluate bid and finalized list of responsive bidders.

Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information.

8.7.1 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.

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

8.7.3 At the time of opening of "Financial Bid", the names of the bidders whose technical bids were found responsive will be announced and the bids of only those bidders will be opened. The remaining bids will be rejected.

8.7.4 The responsive bidders' name, the bid prices, the item wise rates, the total amount of each item in case the item rate tender and percentage above or less in case of percentage rate tenders will be announced. any discounts and withdrawals, and such other details as the officer inviting the tender may consider appropriate, will be announced by him or his authorized representatives at the time of opening.

8.7.5 Rebate/discount offer if any uploaded to the system shall be declared and recorded first.

8.7.6 The Financial bid of the bidders shall be opened one by one by the designated officers. The system shall auto-generate the Comparative statement.

8.7.7 The 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.

8.7.8 Procurement Officer-Openers shall sign on each page of the download BOQ and the Comparative Statement and furnish a certificate to that respect.

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

9. CLARIFICATION AND NEGOTIATION OF BIDS:

9.1. 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 breakdowns of unit rates.

9.2. On opening of the price bid the system shall arrange the financial bids in order of their value (L1 first, followed by L2, L3 ….) for subsequent evaluation. The evaluation status (Sheet) will be visible to all the participating bidders after opening on their respective logins. Each activity is recorded in the system with date and time stamping.

10. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

10.1. In the E-Procurement Portal, the system shall generate the template of award letter and the Officer Inviting the Bid shall mention the amount of Performance Security and additional security required to be furnished in the letter and intimate the bidders in his e-mail ID.

10.2. 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 and completion of the works by the contractor as prescribed by the contract and 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.

10.3. The Contractor after furnishing the required acceptable Performance Security and Additional Performance Security, " Letter of 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 summery and declare the process as complete.

10.4. If the L1 bidder does not turn up for agreement after finalisation of the tender then he shall be debarred from participation in bidding for three years and action will be taken to 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 wll be initiated to blacklist him/ them. In that case, the L2 bidder, if fulfils other required criteria would be called for drawing agreement for execution of work subject to condition that the L2 bidder negotiates at par with the quoted by the L1 bidder, otherwise the tender will be cancelled.

11. BLOCKING OF PORTAL REGISTRATION

1.1 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.

1.2 The portal registration blocked in the ground mentioned in the above Para- 11.1 shall be unblocked

automatically in receipt of revocation order of cancellation/ suspension/ blacklisting from the concerned authority.

1.3 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.

1.3.1 Fails to furnish original Technical Documents before the designated officer within the stipulated date and time.

1.3.2 Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period (including till the extended bid validity period)

1.3.3 Fails to execute the agreement within the stipulated date.

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

Accordingly the officer Inviting Tender shall recommended 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.

The minimum period of blocking of Portal Registration shall in no case be less than 180 days.

CONDITIONS OF CONTRACT
Clauses of F2/P-1 Contract

Clause 1 All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by, the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due or may become due to the contractor by Government on any account whatsoever and in the event of his security deposit being reduced by reason of any deduction or sale as aforesaid, the contractor shall within 10days thereafter make good in cash or Government securities endorsed as a aforesaid any sum or sums which may have been deducted from, or raised by, sale of the security deposit or any part thereof.

GOVERNMENT OF ORISSA WORKS DEPARTMENT OFFICE MEMORANDUM NO.3734/W Dtd.26.02.2000

Clause –2 (a) The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the written order to commence work is given to the contractor. The work shall through out the stipulated period of the contract, be carried on with all due diligence (time being deemed to be of essence of the contract on the part of the contractor) and the contractor shall pay as compensation, an amount equal to ½ % on the amount of the estimated cost, if the whole work as shown by the tender for every day that the work remains un-commenced, or unfinished after the proper dates. The work should not be considered finished until such date as the Executive Engineer shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by the Executive Engineer or his authorized agents, are fully complied with by the contractor to the Executive Engineers 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 one half such time elapsed, and three forth of work before three fourths of such time has elapsed, in the events of the contractor failing to comply with the condition, he shall be liable to pay as compensation an amount equal to one-third percent on the said estimated cost of the whole work for everyday that the due quantity of work remains incomplete provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceeds 10 percent on the estimated cost of the work as shown in the tender.

Compensation for delay

(b) i) To rescind the contract of which rescission notice is writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence. 20% of the value of left over works will be realized from the contract as penalty.

ii) Security deposit of the contractor shall be refunded only **12 (Twelve) calender months** after the date of completion of the work provided the final bill has been paid and defects, if any rectified.

Clause –3 In any case in which any of the powers, conferred upon the Executive Engineer by clause 2 hereof shall have become exercisable and the same shall not be exercised. The non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall not withstanding be exercisable. In the event of any future case of default by the contractor of which by any clause or clauses he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for the past and future compensation shall remain unaffected. In the event of the Executive Engineer putting in force vested him under the preceding clauses he may, if he so desire, take possession of all or any tools, plants, materials and stores, in or upon the work, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution account at the contract rates, or in case of these not being applicable, at current market rates to be certified by the Executive Engineer whose certificate thereof, shall be final otherwise the Executive Engineer may by writing to the contractor or his clerk of the works, foreman or other authiorised be require him to remove such tools, plants, materials or store from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expenses or sell them by auction or private sale on account of the contractor and his risk in all respects, and the certificate of the Executive Engineer as to the expenses of any such removal and the amount of the proceeds and expense of any such sale shall be final conclusive against the contractor.

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

Power to take possession of or require removal of or sell contractors plants.

Clause 4 a) The Engineer-in-charge if he is accepting authority of tender can sanction extension of time.,but if he has been accepted by any higher authority he can in such case allowed extension of time top the contractor only after obtaining the approval of that authority.

b) If the contractor shall desire an extension of the time for completion of the work, on the ground of his having unavoidable hindered in its execution engineer within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid and the Executive Engineer shall, if in his opinion (which shall be final) reasonable grounds be shown thereon, authorize such extension of time, if any, as may in his opinion be necessary or proper. The Executive Engineer shall at the same time inform the contractor whether he claims compensation for delay.

Extension of time

Clause 5 On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (here in after call the Engineer-in-charge) to be completed until the contractor shall have remove from the area of the premises to be distinctly marked by the Executive Engineer in the site plan on which the work shall be executed, all scaffolding, surplus materials and rubbish, and cleaned off the dirt from all wood work, doors windows, floors or other part of any building in upon or about which the work is to be executed, or of which he may have possession for the purpose of the execution thereof nor until the work shall have been measure by the officer of the Public Works Department in accordance with the rules of the department whose measurements shall be binding and conclusive against the contractor. If the contractors shall fail to comply with requirements of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for completion of the works, the Engineer-in-charge mat at the expenses of the contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid, except for any sum actually realized by the sale thereof.

Final Certificate

+ The work should not be considered finished until such date as the Executive Engineer shall certify as the date on which the work is finishe after necessary rectification of defects as pointed out by the Executive Engineer or his authorized agents or fully complied with by the Contractor to the Executive Engineer's satisfaction.

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

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

Payment on intermediate certificate to be regarded as advance & Bill to be submitted monthly.

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

Clause 7 The final bill shall be prepared by the office of the Public Works Department in accordance within one month of the date fixed for completion of the work.

Clause 8 If the specification or estimate of the work provides for the use of any special description of material to be supplied from the Engineer-in-charge's store, or it is

Store supplied by the Government

required that the contractor shall use certain stores to be provided by the Engineer-in-charge under the conditions of this contract (such materials and stores, and prices to be charged therefore as hereinafter mentioned being so far as practicable for the convinces of the contractor, but not so as in any way to control the meaning of effect of this contract are specified in the schedule or memorandum here to annexed), the contractor shall be supplied at the rates specified in the said schedule may set off or deducted from any sums then due, or thereafter to became due to the contractor under the contract or otherwise or against or from the security deposit, or the proceeds of sale thereof, if the same is held in Government securities, the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall not on any account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-charge's store, at the prevailing market rate or at the issue rate whichever is less if by a notice in writing under his hand he shall so require, but the contractor shall not be entitled to return any such materials, unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage in or damaged to any such materials.

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

Clause 8-(b) Owing to difficulty in obtaining certain materials in the open market the Government have undertaken to supply materials specified in the schedule here to annexed. There may be delay in obtaining materials by the department and the contractor is therefore, required to keep himself in touch with the day today position requiring the supply of materials from the Engineer-in-charge and to so adjust the progress of the work that there may not remaining idle nor may there be nay other claim due to or arising from delay in obtaining the materials it should be clearly understood that no monetary claim what so ever shall entertained by the Government on account of delay in supply materials. However extension by the contractor vide also clause-5.

Clause 8 (c) Before issue of the above materials to him, the contractor shall furnish Bank guarantee of any of the nationalized Banks for a sum equal to the cost of materials. The Bank guarantee should be valid for the entire period of agreement. The same may be refunded to the contractor only after the materials supplied to him are fully utilized in the works and cost there of recovered from his bill (s) in full or if the materials are partly utilized the unutilized materials are returned by him to the Department in full and in good condition and receipt thereof dully acknowledged by the concerned Departmetal Officer.

Clause 9 The contractor shall executive the whole and every and part of the work in the most substantial and workmen like manner and both as regards materials and otherwise in every respect in strip accordance with the specifications. The contractor shall also conform exactly fully and faithfully to the designs, drawings and instruction in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access at such office and to work the contactor shall be entitled to have access at such office for the which the purpose of inspection during office hour and the contractor shall if he so requires be entitle at his own expenses to make or cause to be and instruction as aforesaid.

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

Clause 10 The Engineer in charge shall have power to make any alternation on or addition to the original specifications, drawings, designs and instructions that may appear to him necessary and advisable during the progress of work and the contractor shall be bound to carry out the work in accordance with any instruction which may be given to him in writing signed by the Engineer-in-charge a such alternation shall not invalidate the contractor and any addition work which the contractor may be directed to do in the manner above speciational work as part of the work shall be carried to do in the contractor on the same condition in all respects on which he agreed to the main work. The time for the completion of the work shall be extended in the proportion. And if the addition work included any class work for which no rate is specified in this contract then such class of work shall be carried out at the rates entered in the sanctioned scheduled of rates of the locality during the period when the work is being carried on and if such last mentions last mentioned class of work is not entered in the schedule of the date of his receipt of the order to carry out the work seven days of the date of his receipt of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to change for such class of work of work and if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable.

Alteration in specification and designs do not invalidate the contract.

Extension of time in consequence of alterations.

Rates of work not in estimate or schedule of rate, of the district.

No deviation from the specification stipulated in the contract not addition items of work shall any altered addition or substitution work be carried out by him unless the rates of the substitution altered or additional item have been approved and fixed in within by the Engineer-in-charge. The contractor shall be bound to submit his claim for any additional work done during any month on or before the 15 days of the following month accompanied by a copy of the order in writing of the Engineer-in-charge for the additional work and that the contractor shall not be entitled to any payment in respect of such additional work if he fails to submit his claim within the aforesaid period.

Provided always that if the contractor shall commence work or c\incur any expenditure in regard thereof the rates shall have been determined as lastly hereinbefore mentioned, in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rate of rates as shall be fixed by the Engineer-in-charge. In the every of a dispute, the decision of the Superintending Engineer of the circle will be final.

Clause 11

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

It at any item after the commencement of the work the Government of Orissa shall for any reason whatsoever not required 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 which soever on account of any profit or advantage, which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out neither shall be have any original specification drawings, designs and instruction which shall involve any curtailment of the work as originally contemplated.

Clause 12

Action and compensation payable in case of bad work.

If it shall appear to the Engineer-in-charge or his subordinate in-charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work and unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-charge specifying the work materials or articles complained of not withstanding that the same may have been inadvertently passed certified and paid for , forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may required, or as the case may be remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days, while his failure to do so shall continue and n the case of any such failure the Engineer-in-charge may rectify or remove, and re-executed the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respect of the contractor.

Clause 13

Contractor or responsible agents to be present.

Work to be open to inspection.

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

Clause 14

Notice to be given before work is covered up.

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

Clause 15

Contractor liable for damage done and for imperfection for 24 (Twenty Four) months after certificate.

If the contractor or his work people, or servants shall break, deface injure or destroy any part of a building, in which they may be working or any building, road, fence, enclosure, or grass land or cultivated ground continuous to the premises on which the work or any part of it is a being executed, or if any damaged shall happen to the work, while in progress from any cause whatever or any imperfection become apparent in it within 24 months from the date of 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 expenses, or in default, the Engineer-in-charge may cause the same to be made good by other workmen, and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may be then, or at anytime thereafter may become die to the contractor, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof and the contractor shall be liable to pay any part of the expenses not so recovered by the Engineer-in-charge.

Clause 16 The contractor shall supply at his own cost all materials (except such special material, if any, as may in accordance with the contract, be supplied form the Engineer-in-charge's stores), plants, tolls, appliances implements, ladders cordage, tackle scaffolding the temporary works requisite or proper of the proper execution of the work whether original, altered or substituted, and whether included in the specifications or other documents forming part of the contract or referred to tin these conditions or not or which may necessary for the purpose of satisfying or complying with the requirement if the Engineer-in-charge as to any matter as to which under this conditions, he is entitled to be satisfied, which he is entitled, to require together with carriage therefore to and form the work. The contractor shall also supply without charge the requisite number of persons with the means & materials necessary of he purpose of setting out works and counting, weighting and assisting in the measurement or examination at any time & from their to time or the work or materials. Failing his so doing the same may be provided by the Engineer-in-charge at the expensive of the contractor and the expenses may be deducted from any money due to the contractor under the contractor from his security. And in liable for damages arising from non-provision of lights fencing etc. deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precaution, and to pay any damaged and cost which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

And is liable for damage arising from non provision of lights, fencing etc.

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

Clause 17a) The contractor shall not employ for the purpose of his contract any person who is below the age of twelve years, and shall pay to each labour of the work done by such labour, wages not less than the wages paid for similar work in the neighborhood.

The Executive Engineer shall have the right to enquire into the decided any complaint alleging that the wages paid by the contractor to any labour of the work done by such labourer, wages not less than the wages paid for similar work in the neighborhood.

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

EXPLANATION: Fair wage means, wages weather for the time or piece work prescribed for the state P.W.D. provided that where higher rates have been prescribed under the minimum wages Act 1948, wages at such higher rates would constitute fair wage (W-D.No.22059 Date 16-8-77).

Clause 17(b) The contractor shall employ one or more Engineer Graduate or Diploma holder as apprentices at his own cost if the work as shown in the tender exceeds Rs.2,50,000/-. The apprentice's will be selected by the Chief Engineer, The period of employment will commence within one month after the date of work order and would last till the date when 90% of the work is completed. The fair wage to be paid to the apprentices should be not less than Rs. 2,50,000.00, the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in a manner so that the total expenditure does not exceed one percent of the tendered cost of the work.

Clause 17(c) Special class contractor shall employ under him one Graduate Engineer and two Diploma holders belonging to the state of Orissa, like-wise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma holders belonging to state of Orissa. The employment of such graduate engineers and diploma holders under the contractor shall be full time and continuous and they shall not be superannuated, retired, dismissed or removed personnel from any state government or central government service, public sector undertakings, private companies and firms or be ineligible for appointment of Govt. The contractor shall pay them monthly emoluments which shall not be less than the emoluments of the personnel of equivalent qualification employed under the state Govt. of Orissa. The Chief Engineer, Roads, Orissa may however, assist the contractor with names of such unemployed Graduate Engineer and Diploma holders if such help is sought for by the contractor. The name of such engineering personnel appointed by the contractor should be intimated to the tender received authority along with such tender as to who would be supervision the work.

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

Clause 18 The contract shall not be assigned or sublet without the written approval of the Executive Engineer. And if the contractor shall assign or subject his contract, or attempt to do so, or become insolvent or commerce any insolvency proceeding or make any composition with his creditor , or attempt to do so, or if any bride, gratuity gift, loan, perquisite reward or advantage pecuniary or other wise, shall either directly be given. Promised or offered by the contractor, or any of his servant or agents to any public officer or person in the employ of Government in any way directly or indirectly interested in the contract, the Executive Engineer may there upon by notice in waiting rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same concurrence shall ensure as if the contract had been rescinded under clause-3 hereof and in addition the contractor shall not be entitled to recover or to be paid for any work therefore actually performed under the contract.

Work not be sublet.

Contract may be rescinded and security deposit forfeited for subletting briding or if contractor becomes insolvent.

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

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

In case of failure to notify the change in the constitution within fifteen days, the Engineer-in-charge may by notice in writing rescind the contracts and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure as it the contract has been rescinded under clause –3 hereof, and in addition the contractor shall not be entitled or recover to be paid for any works therefore actually performed under the contract.

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

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

Change in constitution of firm

Clause 22 Deleted.

Clause 23 When the estimate on which a tender is made include lump sumps in respect of parts of the work the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items or if the part of the work in the Engineer-in-charge mat by his discretion pay the lump sum amounts entered in the estimate and the certificate in writing of the Engineer-in-charge shall be final and conclusive the provision of this clause.

Lump sums in estimate

Clause 24 In the case of any class of work for which there is no such specification as is mentioned in rule I such work shall be carried out in accordance with the circle specification and in the event if there begin no circle specification then in such case the work shall be carried out in all respect in accordance with the instruction and requirements of the Engineer-in-charge.

Clause 25 The expression "work" or "works" where used in these conditions shall unless there be something either in the subject or context repugnant to such construction be construed and taken to mean the work by or virtue or permanent and whether original altered substitute or additional.

Action where no specification

Definition of works

Clause 26 Government shall be entitle to recover in full from the contractor any amount that the Government may be liable to pay under workmen's compensation Act VIII of 1923, to any workman employed in a course of executive of any part of the work covered by these contractors.

Clause 27 That for the purpose of jurisdiction in the event of dispute if any the contract should be deemed to have been entered into within the state of Orissa and it is agree that neither party to the contract or agreement will be competent to bring a suit in requota the matters covered by this contract at place outside the state of Orissa.

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

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

Clause 30 The contractor shall bear all taxes including sales tax income tax, **Cess**, royalty fair weather changes and tollage where necessary.

Clause 31:- Price Adjustment (If required, then it will be implemented)

31.1: Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants in accordance with the following principles and procedure and as per formula given in the following paras.

(a) The price adjustment shall apply for the work done from the start dates given in the contract data up to end of the initial intended completion date or extension granted by the Engineer and shall not apply carried out beyond the stipulated time for reason attributed to the contractor.

(b) The price adjustment shall be determined during each month from the formula given in the following Paras.

(c) Following expressions and meaning are assigned to the work done during each month:

R=Total value of work done during the month. It would include the amount of secured advance granted, if any during the month, less the amount of secure advance recovered, if any during the month. It will exclude value for the work executed for extra items under variations.

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

The Formula (e) for adjust of prices are:

31 (a) (i): Adjustment of Other Materials Component

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

$V_M = 0.85 \times P_M/100 \times R \times (M_1-M_0)/ M_0$

V_M =Increase or decrease in the cost of work during the month under the month under consideration due to change in rates for local materials other than cement, steel, bitumen and POL.

Mo = The all India wholesale price index (all commodities) on 28 days preceding the dates of opening of Bids ,as published by the Ministry of Commerce and Industry ,Government of India ,New Delhi.

M_1 = The all India whole sale price index (all commodities) for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

P_M =Percentage of local martial component (other than cement, steel, bitumen and POL) of Work.

31 (a) (ii): Adjustment for Cement Component

Price adjustment for increase or decrease in cost of cement procedure by contractor shall be paid in accordance with the following formula.

$V_c = 0.85 \times P_c/100 \times R \times (C_1-C_0)/C_1$

V_c = Increase or decrease in the cost of work during the month under consideration due to change in the rates for cement.

C_0=The all India whole sale [price index for the Ordinary Portland cement (OPC) on 28 days preceding the date of opening of Bids as publication by the Ministry of Commerce and industry Government of India ,New Delhi.

31 (a) (iii): Adjustment for Steel Component

(iii) Price adjustment for increase or decrease in the cost of steel procedure by the contractor shall be paid in accordance with the following formula:

$Vs = 0.85 \times Ps/100 \times R \times (S_1-S_0)/S_0$

Vs. =Increase or decrease in the cost of work during the month under consideration due to changes in the rates for steel.

S_0 =The all India whole sale price index for steel (Mild steel long products)on 28 days preceding the date of opening of Bid as published by the Ministry of Commerce and Industry Government of India, New Delhi.

S_1 = The all India whole sale price index for steel (Mild Steel long products) for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

P_S =Percentage of steel component of the work.

Note: for the application of this clause, index of (Mild Steel long products) has been chosen to represent steel group.

31 (a) (iv): Adjustment for bitumen Component

Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula:

$V_b = 0.85 \times P_b/100 \times R \times (B_1-B_0)/B_0$

V_b = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for bitumen.

B_0 = The official retail price of bulk bitumen at the IOC/BPCL deport at nearest center on the day 28 days prior to date of opening of Bids.

B_1= The official retail price of bulk bitumen at IOC/BPCL deport at nearest center for the 15th days of the month under consideration.

P_b=Percentage of bitumen component of work.

31 (a) (v): Adjustment towards differential coast of pipes.

Price adjustment for increase or decrease in the cost of pipes shall be paid in accordance with the following formula:

$V_{pi} = 0.85 \times P_{pi}/100 \times R \times (P_{i1}-P_{i0})/P_{i0}$

P_{p1} =Percentage of pipe component of work.

P_{i1}=All India Whole sale price index of pipe for the period under consideration as published by the Ministry of Commerce and industry ,government of India ,New Delhi.

Pi_0 =All India Whole sale price index of pipe on 28 days preceding the date of opening of Bids as published by the Ministry of commerce and Industry, Government of India, New Delhi.

31 (b): Adjustment of Labour Component

Price adjustment for increase or decrease in the cost of labour shall be paid in accordance with the following formula.

$V_L = 0.85 \times P_1/100 \times R \times (L_1-L_o)/L_0$

V_l = Increase or decrease in cost of work during the month under consideration due to change in rates for local labour.

L_0 =The minimum wages for unskilled labour as notified by Government of Odisha as prevailing in last stipulated dates of receipt of tender including extension, if any.

L_1 = The minimum wages for unskilled labour as notified by Government of Odisha as prevailing on last date of the Month previous to the one under consideration.

P_1 = Percentage of labour component of the work.

31 (c): Adjustment of Labour Component

Price adjustment for increase or decrease in the cost of POL (fuel and lubricant) shall be paid in accordance with the following formula.

$V_f = 0.85 \times P_f/100 \times R \times (F_1-F_0)/F_0$

V_f = Increase or decrease in cost of work during the month under consideration due to change in rates for fuel and lubricants.

F_0 = The official retail price of High Speed Diesel (HSD) at the existing consumer pumps of IOC /BPCL / HPCL at nearest center on the days 28 days prior to the date of opening of Bids.

F_1 =The official retail price of HSD at the existing consumer pumps of IOC /BPCL/HPCL at nearest center for the 15th days of the month under consideration.

P_f = Percentage of fuel and lubricant component of the work.

Note: For the application of this clause, the price of High Speed Diesel oil has been chosen to represent fuel and lubricants group.

31 (d): Adjustment for Plant and Machinery Spares Component

(vi) Price adjustment for increase or decrease in cost of plant and machinery spares procured by the Contractor shall be paid in accordance with the following formula:

$V_p = 0.85 \times P_p/100 \times R \times (P_1-P_0)/P_0$

V_p = Increase or decrease in cost of work during the month under consideration due to change in rates for plant and machinery spares.

P_0 = The all India wholesale price index for machinery manufacture of machinery for mining, quarrying and construction on 28days preceding the date of opening of Bids as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

P_1 = The all India wholesale price index for machinery manufacture of machinery for mining, quarrying and construction for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

P_p = Percentage of plant and machinery spares component of the work.

Note: For the application of this clause, index of manufacturing of machinery for mining, quarrying and construction has been chosen to represent the plant and machinery Spares group.

Regarding wholesale price Index (WPI) for appropriate commodity for payment of price adjustment, due to change of base year of WPI from 1993-94 to 2004-05 & 2011-12, it is observe that, the commodity 'Bars and Rods' 'Cement',' Heavy machinery and parts' included in the list of WPI 1993-94 series are not mention as such in WPI 2004-05 & 2011-12 series. Therefore, following items in the WPI 2004-05 & 2011-12 Series shall be consideration corresponding to items in WPI 1993-94.

Si.No.	Item in WPI 1993-94 series	Item in WPI 2004-05 Series	Item in WPI 2011-12
1.	Cement	Gray Cement	Ordinary Port land cement
2.	Bars &Rods	Rebars	Mild steel long products
3.	Heavy Machinery &parts	Construction Machinery	Manufacture of machinery for mining, quarrying &construction.

31(e) : APPLICATION OF ESCALATION CLAUSE:

The contactor shall for the purpose of availing reimbursement/refund of difficult cost of steel, bitumen, cement, pipe, POL and wages keep such books of account and other documents as are necessary to show that the amount of increase claimed or reduction available and shall allow inspecting of the same by a duly authority representative of Government and further, shall at the request of the Engineer –in Change, furnish documents to be verified in such a manner as the Engineer-in charge may require any document and information kept. The contractor shall within a reasonable time 15 days if his becoming aware of any alternation in the price of such material, wages of labour and /or price of P.O.L give notice thereof to the Engineer- in Charge starting that the same in given pursuant to this condition along with information relating to there to which he may be in a position to supply

Percentage Table

Si No.	Category of works		% Component (Cost wise)		
			Labour(P1)	POL(P1)	Steel (P_s)+cement(P_c)+ bitumen($P_{b)}$ + pipes(P_{pi})+ plant& Machinery spare component (P_p) + other materials
1	R&B works (% of component)	Road Works	5	5	90
		Bridge Works	5	5	90
		Building Works	5	5	90
2	Irrigation works(%of component)	Structural Works	5	5	90
		Earth, Canal, & Embankment work	5	5	90
3	P.H. Work	Structural Work	5	5	90
		Pipeline Work	5	5	Pipe-70%* Machinery + other material-20%
		Sewer Line	5	5	Pipe-70%* Machinery + other material-20%

*Note:- Further break up may be worked out considering the consumption of Cement, Steel, Bitumen, Pipe and plant &Machinery Spare component in the concerned work and shall be provided in the bid document in shape of "**Schedule of Adjustment Data**" as an "**Appendix to Bid**"(enclosed herewith).

Appendix to Bid
Schedule of Adjustment Data

[For all works, adjustment factor for labour and POL shall be considered @5% each Steel, Cement, Pipes , other material and Machinery shall contributes to 90% pf Price Adjustment and shall be calculated for each work separately during preparation of estimate, shall be approved by the authority during technical sanction as a "Schedule of Adjustment data" and shall form part of Bid Document.

CI.No-31 of F2/P1 Contracts SI. No	Index description	Source of Index	Base value	Base Date*	Weightage of item**
31(a)(i)	Other Materials	All India Whole sale price index (all commodities) as published by the Economic Adviser to the Govt. of India, Ministry of Commerce and Industry.			
31(a)(ii)	Cement	Whole sale price index for cement (Ordinary Portland Cement) as published by the office the Economic Advisor to the Govt..of India, Ministry of the Commerce and Industry.			
31(a)(iii)	Steel	Whole sale price index for steel (Mild Steel-Long Products) as published by the office the Economic Advisor to the Govt..of India, Ministry of the Commerce and Industry.			
31(a)(iv)	Bitumen (VG-30)	Official retail price of bulk bitumen at the nearest IOC/HPCL deport			

31(b)	Labour	Minimum Wages notified by the Labour and Employee's sates insurance Department of Government of Odisha, India			5%
31(c)	POL	Official retail price of HSD at Nearest IOCL/HPCL/BPCL Consumer pump deport.			5%
31(d)	Plant and machinery	Whole sale price index for Quarrying and Construction as published by the office the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			
Total					100%

*Values to filled up at the time of drawl of contract.
**Values to filled up in the bid document.

Clause-32:

After the work is finished all surplus materials and debries are to be removed by the contractor and preliminary work such as vats, mixing platforms etc. are to be dismantled and all materials removed from site. The ground upto 30 ms. Wide from the building should be cleared and dressed.

FAIR WAGE CLAUSE

Clause 33

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

Explanation –" Fair Wages" means wages, whether for time or piece work prescribed by the state Public Work Department provided that where higher rates have been prescribed under the minimum wages Act,1948 wages such higher rates should constitute fair wages.

The Executive Engineer shall have the right to enquire into and decide any complaints alleging that wages paid by the contractors to pay labour for work done by such labour is less that the wages as per the sub-paragraph (a) above.

(b) The contractor shall not withstanding the provision of any contract to contrary, cause to be paid a fair wages to labourers indirectly engaged on the work including any labour engaged by his sub contractors in connection with the said work, as if the labourers had been immediately employed by him.

(c) In respect of all labour directly or indirectly employed in the works for the performance of the contractors part of this agreement, the contractor shall comply with or clause to be completed with all regulations made by Government in regard to payment of wages period deduction from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wage register, wage cards, publications of scale of wages and other terms of employment, inspection and submission of periodical return and all other matters of a like nature.

(d) The Executive Engineer or Sub-divisional Officer concerned shall have the right to deduct, from the money due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of no fulfillment of conditions of the contract for the benefit of the workers, nonpayment of wages or of deductions made from his or their wages, which are justified by their terms of the contract or non observance of the regulations. Money so deducted should be transferred to the workers concerned.

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

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

4. Payment of wages-

(1) Wages due to every worker shall be paid to him direct.

(2) All wages shall be paid in current coin or currency or in both.

5. Fixation of wages period-

(1) The contractor shall fix the wage period in respect of which the wages be payable. (2)

No wage period shall exceed one month.

(3) Wages of every workmen employed on the contract shall be paid before the expiry of the days, after the last day of the wage period in respect of which the wages are payable.

(4) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day successing the one on which his employment is terminated.

(5) All payments of wages shall be made on working day.

6. Wage book and wage card etc-

(1) The contractor shall maintain a wage book of each worker in such form as may be convenient but the same shall include the following particulars-

(a) Rate of daily or monthly wages.
(b) Nature or work in which employed.
(c) Total number of days worked during each wage period.
(d) Total amount payable for the work during each wage period.
(e) All deductions made format he wages with an indication in each case of the ground for which the deduction is made.
(f) Wage actually paid for each wage period.

(2) The contractor shall also maintain card for each worker employed on the work.

(3) The Executive Engineer may grant an exemption fro the maintenance of wage bond wage cards to a contractor who, in his opinion may noy directly or indirectly employ more than 10 persons of the work.

7. Preservation of Register –

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

8. Power of Labour Welfare Officer to make investigation or enquiry-

The Labour Welfare Officer or any other persons authorized by the Government of Orissa on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clause and the provision of these regulations. He shall investigation into any complaint regarding default made by the contractor, subcontractors in regard to such provision.

9. Report of Labour Welfare Officers-

The Labour Welfare Officers or others authorized as aforesaid shall submit a report of the results of his investigation or enquiry to the Executive Engineer concerned, indicating the extent, if any, to which the default has been committed with a note that necessary deduction from the contractor's bill be made and the wages and other due be paid to the labourers concerned.

10. Appeal against the decision of Labour Welfare Officers-

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

11. Inspection of Registers –

The contractor shall allow inspection of the wage book and wage cards of his workers or to his agent at a convenient time and place after due notice is received. I or to the Labour Commissioner or any to the person authorize by the Government of Orissa on his behalf.

12. Submission of return –

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

13. Amendments –

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

(g) Under the provisions of the minimum wages Act, 1948 and the minimum wages (Central Rules 1960) the contractor is bound to allow or cause to be allowed to the labourers directly or indirectly employed in the work one day rest for six days continuous work and pay wages at the same rate as for duty in the event of default, the Executive fEngineer or sub-divisional Officer concerned shall have the right to deduct the sum not paid on account of wages for weekly holiday to any labourer and pay the same to the person entitled there to from any money due to the contractor.

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

(i) The contractor shall submit by the 4th & 19th of every month to the Engineer-in-charge a true statement showing in respect of the Second half of the proceeding month and the first half of the current month and the first half of the current month respecteively.

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

Clause 34- The term and conditions of the agreement have been read/ explained to me and certify that clearly understand them.

APPROVED

Superintending Engineer
RWS&S Division, Nuapada