

**GOVERNMENT OF ODISHA
HOUSING URBAN DEVELOPEMENT
DEPARTMENT**



BID DOCUMENTS / DETAILED TENDER CALL NOTICE

**Name of work –Extension of Administrative Building with other Ancillary structure
inside existing SeTP at Bargarh Municipality**

Tender Value – Rs:- 78,44,000.00

**OFFICE OF THE EXECUTIVE OFFICER,
MUNICIPALITY, BARGARH**



**Office of the
MUNICIPAL COUNCIL: Bargarh**
INVITATIONS FOR BIDS (IFB)

(e-Procurement Notice)

Bid Identification No. 03/BGH- MUN/2024-25.
No. 1421 / Dt. 21.03.2025

The Executive Officer, Bargarh Municipality on behalf of Hon'ble Governor of Odisha invites on-line **Percentage Rate** tenders in **Double cover system** through e-procurement for execution of the following works. The bid should be submitted by eligible class of **contractors** through on-line in the Government website www.tendersorissa.gov.in. The bidders should have necessary portal enrolment (with own digital signature certificate). The registered bidders outside of **ODISHA** can also participate in this on-line tender process after necessary portal enrolment but shall have to subsequently undergo registration with appropriate authority of the State Govt. within a month from acceptance of bid.

Sl No	Name of the works	Approx. value of works (excluding GST) (Rs.in lakhs)	Cost of Tender document (in Rs, online)	EMD (1% of Tender Value) (Online)	Period of completion	Class of Contractor	Place of Opening
1	2	3	4	5	6	7	8
1	Extension of Administrative Building with other Ancillary structure inside existing SeTP at Bargarh Municipality	78,44,000/-	10,000/-	78,440/-	6 Months	Class 'A' & 'B'	O/o the EO Bargarh Municipality

- 1. Cost of Tender Paper-** The bidder shall transfer online the cost of bid document in the table in Column 4 of the above mention table as a part of this bid through a process as mentioned under DTCN.
- 2. Bid Security / Earnest Money Deposit (EMD) – Cost of Bid Security / EMD should deposited online in the table in Column 5 of the** above mention table as a part of this bid through a process as mentioned under DTCN. In case of successful Bidder, (i) if the Bidder withdraws the Bid during the validity period of Bid, (ii) if he fails to submit ISD @ 2% of the quoted amount before execution of Agreement, (iii) if he fails to sign the Contract for whatever the reason, the bidder will be suspended for a period of three years. Bidders desirous to hire machineries and equipment's from outside the State or owned but deployed outside the State are required to transfer online 2% of the amount put to tender as bid security.
- 3. Goods and Service Tax (GST)** will be paid extra as applicable.
- 4. Only those bidders who successfully on-line remit their Cost of Tender Paper and Bid Security Declaration with submission of bids would be eligible to participate in the tender/ bid process.** Tender inviting authority, State procurement cell, NIC, the designated banks shall not be held responsible for such pendency or failure. Bidders are required to upload this scan copy of purchase of bid document and Bid Security Declaration.
- 5. (A) Additional Performance Security :** If the amount quoted by the bidder is more than 15% less of the tendered amount, then such bid shall be rejected and tender shall be finalized basing on merits of rest bids. But if more than one bid is quoted at 14.99% (Decimals up to two numbers will be taken for all practical purposes) less than the estimated cost, the tender accepting authority will finalize the tender through a transparent lottery system in presence of all the bidders/their authorized representatives which will be held in the office of Executive Officer MUNICIPALITY, Bargarh in presence of all bidders/their authorized representatives, Hence, all the bidders can enquire in the office of the undersigned regarding lottery before scheduled date as no further correspondence to the bidders in this regard will be made. In the event of the specified date for drawal of lottery being

declared a holiday for the officer inviting Bid, lottery will be drawn at the appointed time on the next working day. (Amendment to Appendix – IX, Clause-36 of OPWD Code Vol-II) (By inclusion vide O.M.No.14299 dtd. 03.10.2017 of Works Deptt. Consequent upon modification of codal provision in Works Department, Odisha, **Office Memorandum No.14459/W, Dated 20.09.2018** & Amendment issued vide **Office Memorandum No.4559/W, Dated. 05.04.2021**, the following table is applicable in connection with deposit of Additional Performance security.

Sl No	Range of Difference between the estimated cost put to tender and Bid amount	Additional Performance Security to be deposited by the successful bidder
1	Below 5%	No Additional Performance Security
2	From 5% and above and below 10%	50% of (Difference between estimated cost put to tender and Bid Amount)
3	From 10% and above	150% of (Difference between estimated cost put to tender and Bid Amount)

5.(B) **Additional performance security shall be furnished by the successful bidder.** When the bid amount is less than the estimated cost put to tender, in such an event, the bidders who have quoted less bid price / rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as **Additional Performance Security** as mentioned in the above table in shape of **Term Deposit Receipt** pledged in favour of **Executive Officer, Bargarh Municipality payable at Bargarh** from any Nationalized/Schedule Bank in India counter guaranteed by its local branch at Bhubaneswar within seven (7) days of intimation by the Executive officer (by e-mail) to the successful bidder otherwise the successful bid shall be cancelled and the Earnest Money Deposit/Bid Security shall be forfeited. Further proceeding of blacklisting shall be initiated against the bidder as **per Works Department Memorandum No.14299 dt.03.10.2017** and Amendment made vide **Office Memorandum No.14459 dt.20.09.2018**. The time period of such APS deposit must be more than the duration of work.

6. Any addendum / corrigendum /cancellation/ erratum of above tender will be published in the web-site www.tendersodisha.gov.in, and in the notice board. The system shall generate a mail to those bidders who have already uploaded their tenders and those bidders if they wish, can -modify their tenders.
7. The Bid document consisting of qualification, information and eligibility criteria of bidders, plans, specification and schedule of quantities of the works are available in www.tendersodisha.gov.in The set of terms and conditions of contract and other necessary documents can be seen & uploaded in the website till **03.04.2025 up to 17.00 hours** i.e. last date of availability of "on-line" bid for bidding.
8. The bid validity period of the tender is for a period of 90 days from the last date of receipt of bids. If any bidder / tenderer withdraws his bid / tender before the said period or makes any modification in the terms and conditions of the bid, the EMD deposit at the time of submission of tender shall stand forfeited.
9. Period of availability of tenders On-line / date of time of bidding On-line / last date of seeking clarification / date of opening of tender papers :- details as follows:-

Procurement Officer	Bid Identification No	Availability of tender on-line for bidding		Last Date and time of seeking of clarification	Date & time of opening (Technical Bid)	Date, Time & Place of Lottery, if required
		From	To			
1	2	3	4	5	6	7
Executive Officer, MUNICIPALITY Bargarh	03/BGH-MUN/2024-25	22.03.2025 at 09.00 hours	03.04.2025 up to 17.00 hours	24/03/2025 during the office hours	Dated. 04.04.2025 at 11.00 A.M. in the officer of the Executive Office Bargarh Municipality	Will be Intimated later through the tender portal / Email

10. 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.

11. Other details including details of Portal Registration, Submission of bid, Resubmission and withdrawal of bid can be seen in the bidding document which is available in web-site www.tendersodisha.gov.in
12. The scanned copy of documents submitted through web-site should be produced in original for physical verification before signing of agreement.
13. Engineer contractor desirous to avail the exemption of EMD as per Works Deptt. Letter No. 6315, Dated. 16.6.2011 is required to submit an affidavit to the effect that he/she has not yet availed the facility for more than two works during the current financial year. The name of work for which and the authority to whom the tenders have been submitted must be mentioned in the affidavit and he/she should produce his/her original registration certificate at the time of finalization of the tender for verification of the license, failing which the tender will be rejected.
14. The scheduled Caste / Scheduled Tribe / Contractors desirous to avail the facility of preference as per Govt. rule should enclose the copy of their registration certificate stating the fact of caste by their registration authority with the bid, failing which they will not get price preference as per above rule.
15. Amendment to para 3.5.18 of OPWD code Vol - I & rule-29 of Appendix-IX of OPWD code Vol-II "The single tender received in 1st call shall be cancelled without opening of the bid & fresh tender will be invited" as per Office Memorandum No 16 dated 01.01.2015 of Works Department, Govt. of Odisha.
16. The bidder should mention his detail address, his registered phone no. and his e-mail ID for all communications regarding the tender in the tender website.
17. The bidders shall have to produce an affidavit in support of authenticity of documents like credential, valid *GSTIN* certificate, Registration certificate , PAN Card. The authority reserves the right to verify the authenticity of document in case any doubt or complain.
18. If any bidder / bidders desires to appoint power of attorney holder for signing of agreement, he/they must upload the authentic documents regarding power of attorney with the bid otherwise the bid will be considered invalid and further claim shall not be entertained for signing of agreement.
19. All the existing provisions of OPWD code with amendment from time to time will be applicable in deciding the tender. All correspondence regarding the tender process will be communicated by registered post/ e-mail address. All are requested to check the e-mail from time to time regarding the status of the tender. No claim whatsoever will entertained for non-receipt of communication in hard copy.
20. Bids received online shall be opened in the office of the undersigned on dtd. **04.04.2025** at 11.00 AM. If the office happens to be closed on the date of opening as specified, the bids will be opened on the next working day at the same time and venue.
21. The authority will not be held responsible for any technical problem / failure of Network, Server during the schedule dates of online bidding.
22. In case of any farm or organization participating in the bidding, the authorized personnel holding valid registration certificate shall furnish the affidavit and other relevant documents must be signed by him only, PAN Card and GSTIN should be in his name to be uploaded in the web site during bidding failing which such a bid will be considered irresponsive and no further claim shall be entertained later on .
23. The Authority reserves the right to reject any or all the tenders without assigning any reasons thereof.

Executive Officer
Bargarh Municipality

Memo No. 1422 / Dt. 21.03.2025

Copy submitted to the Collector & District Magistrate, Bargarh / the Project Director-DUDA, Bargarh / E.Er., R&B, Bargarh / E.Er, RD Bargarh / E.E, R&B, Bargarh/ /Sub- Collector, Bargarh /E.E., PHEO, Sambalpur / BDO, Bargarh / Tahasildar Bargarh / Office Notice Board for wide publication.

Executive Officer
Bargarh Municipality

Memo No. 1423 / Dt. 21.03.2025

Copy submitted to the Sub Treasury officer, Bargarh / the Additional Tahasildar, Bargarh / Assistant Executive Engineer, P.H.E.O, Bargarh with a request to be present at the time of opening of bid at the schedule date time & Venue fixed.

Executive Officer
Bargarh Municipality

CHECK LIST TO BE FILLED UP BY THE BIDDER

Sl. No	Particulars	Whether furnished		Reference to Page no.
		Yes	No	
01.	Cost of tender paper Rs.10,000.00 (Online)			
02.	E.M.D as Per DTCN (Online)			
03.	Copy of valid Registration Certificate			
04.	Copy of GST Registration Certificate and GSTIN Annexure-A Annexure-B			
05.	Copy of PAN Card			
06.	No Relationship Certificate in Schedule – A			
07.	Works Experience -			
(A)	List of Building work (Single work) executed must not be less than 30% of amount put to tender estimated value in between last 5 years. (Schedule-D1)			
(B)	Works in hand : List of projects in progress that are similar in nature to the work (Schedule-D2)			
8.	Information regarding current litigation, debarring / expelling of the tender or abandonment of the work by the tenderer (Schedule-E)			
9.	Affidavit (Schedule-F)			
(A)	Information regarding current litigation, debarring/ expelling of the tender or abandonment of the work by the tenderer, authenticity & No Relation Certificate/ information regarding any relation in shape of affidavit (Affidavit format as per Schedule – F) NB:- Submission of affidavit in other format is not acceptable & it will lead to rejection of tender.			
10.	Personal detail of contractor (as per Annexure-I)			
11.	M.O.U. (Memorandum of Understanding duly notarized) with eligible registered electrical contractor having valid H.T. / L.T. license.			
12.	Tools & Plants and machineries as per the requirement in Annexure-II (Minimum 80% marks to be obtained) (Proof of ownership of Tools & Plants and machineries is to be furnished in shape of copy of invoices/ required sale deed in case of 2nd purpose/ required lease deed with owner ship documents of the leaser. In case of centering & shuttering materials certificate of the Executive Engineer of Works Department within 90 days of last date of receipt of tender is allowed.			

**GOVERNMENT OF ODISHA
HOUSING & URBAN DEVELOPEMENT
OFFICE OF THE EXECUTIVE OFFICER
MUNICIPALITY, BARGARH**

DETAILED TENDER CALL NOTICE

1. Attached separately vide Identification No-03/BGH-MUN/2024-25 (online) Dt.21.03.2025 of Executive Officer, Bargarh Municipality.

2. **Bid Security / Earnest Money Deposit (EMD) – Cost of Bid Security / EMD should deposited online in the table in Column 5 of the above mention table** as a part of this bid through a process as mentioned under DTCN. In case of successful Bidder, (i) if the Bidder withdraws the Bid during the validity period of Bid, (ii) if he fails to submit ISD @ 2% of the quoted amount before execution of Agreement, (iii) if he fails to sign the Contract for whatever the reason, the bidder will be suspended for a period of three years. Bidders desirous to hire machineries and equipments from outside the State or owned but deployed outside the State are required to transfer online 2% of the amount put to tender as bid security

3. **COST OF TENDER PAPER**

The cost of tender paper shall be paid as mentioned in Col.No.4 of tender call notice (non refundable) . The bidder shall transfer online the cost of bid document in the table in Column 4 of the above mention table as a part of this bid.

4. **DOCUMENTS FOR SUBMISSION**

The tender should be submitted online in www.tendersorissa.gov.in. with scan copies of valid Registration Certificate, GSTIN, PAN card, and Affidavit about the authenticity of the tender documents etc. on "on line" are mandatory along with the tender documents otherwise his / her bids shall be declared as non-responsive and thus liable for rejection.

The tender will be opened at **11.00AM hours on dt. 04.04.2025**. The original documents of successful lowest bidder will be scrutinized within 05 days of opening of tender. In the eventuality of failure on the part of the lowest successful bidder the produce the original documents, he will be debarred in future from participating in Tender for Three years and will be **black listed** by the competent authority. In such a situation successful **L2** bidder will be required to produce his original documents for consideration of his Tender at the negotiated rate equal to **L1** bidder.

4. **COMPLETION PERIOD**

The work is to be completed in all respect within the period mentioned in the tender call notice from the date of issue of work order. Tenderer whose tender is accepted must submit a work programme immediately after issue of work order for approval of the Engineer-in charge.

5. The Plans, specifications and special condition and other details for the work may be available in the office of the **Executive Officer, Bargarh Municipality** during the office hours on working days only.

6. **INSPECTION BY THE CONTRACTOR BEFORE TENDERING:**

The tenderers are required to go through with each clause of PWD form No.F2 carefully in addition to clauses mentioned herein tendering. In any case, the tenderers shall be deemed to have carefully examined the tender documents, visited the site of work, and its surrounding and satisfied himself as to the form and nature of the site, approach roads haul roads, local conditions assessed all the facilities including requirement and availability of labour and material needed for complete execution of the work and made an inventory of such information as to the risk, contingencies and other circumstance, which would influence or effect his tender, before tendering. He should also satisfy himself about sufficient availability of materials in quarry and borrow area. The department will not be responsible for any misjudgment of the tenderer on these accounts for any future claims.

7. **VALIDITY OF TENDER**

All tenders received will remain valid for a period of 180 (Hundred eighty) days from the date of receipt of tenders and validity of tenders can also be extended if agreed to by the tenderer and the Department.

8. The tender which is not in the prescribed Proforma and is not strictly in accordance with the terms and conditions of the tender call notice is liable for rejection.
9. Alternate tenders, conditional tenders and tenders containing indefinite terms will not be entertained. The tenders will be considered giving special emphasis on the capability of the tenderer and the implements and machinery at his disposal for the work.
10. **DELETED:** The Contractors are required to furnish list of equipment proposed to be employed by them for the work in **Schedule-C**.
11. An applicant or any of its constituent partners of whose contract for any work has been rescinded or who has abandoned any work in the last five years, prior to the date of the bid, shall be debarred from qualification. The tenderer is to furnish an affidavit at the time of submission of tender paper about the authentication of tender documents including Bank guarantee. An affidavit to this effect is to be furnished in Schedule-F.
12. If an individual makes the application, the individual should sign above his full type written name and current address.
13. If the application is made by proprietary firm, it shall be signed by the proprietor above his full type written name and the full name of his firm with its current address.
14. If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full type written names and current address, or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.
15. If the application is made by a limited company or a corporation, it shall be signed by duly authorised person holding power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence along with the technical bid.
16. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
17. Schedule of quantities as mentioned shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alternation or omissions, deductions or alternations set forth in the conditions of the contract and such omissions, deductions, additions or alternations shall no way invalidate the contract and no extra monetary compensation, will be entertained.
18. Tenderers are required to abide by the fair wages clause as introduced by Govt. of , Works Department Letter No.-VIII-R 8/5225 Dtd. 26.02.55 and No.IIM- 56/628842(5) Dtd.27.09.61 as amended from time to time.
19. In case of any complaint by the labour working about the non payment or less payment of his wages as per latest minimum Wages Act, the **Executive Officer, Bargarh Municipality** will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the labour directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the **Executive Officer, Bargarh Municipality** is final and binding on the contractor.
20. Tenderer shall not be paid any extra rate for plastering to any R.C.C. structures.
21. In case of delay of the reply of the department to any correspondence no compensation will be admissible but the extension of time if so required may be applied for.

22. .The contractor is required to pay honor to departmental letters with due acknowledgement, failing which it will be treated that the actions stated therein will stand unaltered.
23. The tenderer should furnish along with their tender a list of works which are at present in their hand in the prescribed proforma enclosed herewith
24. The depth of foundation indicated on the drawing are provisional but these may be altered if necessary in the light of the nature of strata indicated by boring which must be taken in advance of actual execution of the foundation
25. No claim for carriage of water what-so-ever will be entertained
26. The prevailing percentage of I. T. Department of the gross amount of the bill towards income tax will be deducted from the contractor's bill
27. Prevailing rate of VAT on the gross amount of the bill will be deducted from the contractor's bill, where Agreement Value is one lakh and above.
28. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the concerned EXECUTIVE OFFICER with their bills, falling which the amount towards royalties of different materials as utilised by them in the work will be recovered from their bills and deposited in the revenue of concerned department.
29. **Sample of all material** - The contractor shall supply sample of all materials fully before procurement for the work for testing and acceptance as may be requiring by the concerned EXECUTIVE OFFICER
30. Any defects, shrinkage or other faults which may be noticed within **6 (Six)** months from the completion of the work arising out of defective or improper materials or workmanship timing are upon the direction of the Engineer-in-Charge to be amended and made good by the contractor at his own cost unless the Engineer for reasons to be recorded in writing shall be decided that they ought to be paid for and in case of default Department may recover from the contractor the cost of making good the works. The contractor is also required to maintain the structure for six months from the date of successful completion of the work
31. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the Govt. of harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the work. Also no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental damages so caused will have to be made good by the contractor at his own cost.
32. For diversion road the contractor will have to make his own arrangement to make the same in private land if necessary for which agreement of such land by the side of C.D. works and the rental charges for such private land shall be borne by the contractor including the proper maintenance with lighting arrangements during the night time and signaling during day time and barricading etc. till the C.D. works are opened to the traffic. No extra rate will be paid to the contractor for the above rental charges etc. His rates in the tender for other items shall include this arrangement, rental charges for the land and maintenance, lighting and removal of such temporary road crust from the private land to bring the land to its original condition etc. complete.
33. Number of tests as specified in I.R.C./ MORT&H / I.S.I specification required for the construction of roads /bridges / buildings or any other structural works will be conducted in any Govt. Test House / Departmental laboratories/reputed material testing laboratory as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection / transportation of samples /specimens etc. will be borne by the contractor. The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor
34. Besides, the firm / contractor shall install full fledged field laboratory at work site for conducting required tests as per IRC / MORT & H / ISI requirements at his own cost for providing sufficient opportunity for checking from time to time. An Engineering personnel of the executing agency should

be present at work site at the time of visit of high level inspecting officers in the rank of Superintending Engineer and above. After completion of the road in all respects the road furnitures should be affixed by the executing agency indicating locations like school, hospital, No-horn etc.

35. Rates quoted should be finished items of works and for sufficiency as per the description of the schedule of quantity and specifications and shall include all taxes including rent, OST on works contract, royalty at the prevailing rates, cess and general and incidental charges pertinent to the work contract, royalty at the works, other charges of materials Octroi duty, ferry toll, conveyance charges, **1% cess for Building & Other Construction Act** and other costs on account of land and building including temporary buildings required by the tenderer for collection of materials storage, housing of staff or other purpose of work.

The tender must take the form of definite quotation or rate for each item of work to be included in the contract and tenders containing indefinite terms such as at estimated rate of **percentage basis** shall not be considered. All rates must be for finished items of work unless otherwise mentioned in the tender schedule.

36. An intelligent BOQ in MS Excel format shall be made available to the bidder through procurement portal. The bidder shall download that particular excel sheet and fill in the **rates in figures** at the appropriate locations. The line item total in words and the total amounts in case of item rate tender shall be calculated automatically and shall be visible to the bidder. The bidder is not supposed to change or modify the format of the excel sheet in any form.

- (i) The tenderer shall bear cost of various incidentals, sundries and contingencies necessitated by the work of all within the following or similar category.
- (ii) Labour camps and huts necessary to a suitable scale including conservancy and sanitary arrangements, medical aids thereon to the satisfaction of the health authorities, labourer as well as for the works, no claim for carriage of water whatsoever will be entertained.
- (iii) Fees and dues levied by Municipal, and water supply authorities.
- (iv) Suitable equipment and wearing apparatus for the labourers engaged in risky operation.
- (v) Suitable fencing baries, signals, including parapet and electrical signal where necessary works and approaches in order to protect the public and employees from accidents.
- (vi) No compensation for any damage done by rain or by similar action during execution of the work shall be paid.
- (vii) The tender shall be written legibly and free from erasures, overwriting or correction of figures. Corrections unavoidable should be made by scoring out the same and initialing dating and rewriting, the tender should show the total of whole tender.

37. The tender is to be decided as per prevailing codal provisions taking into consideration the capacity of the tenderer and equipments available with him for the work. The authority reserves the right to reject any or all tender without assigning any reason thereto.

38. **NO RELATION CERTIFICATE;**

The contractor should have to furnish a certificate along with the tender to the effect that he is not related to any officer in the rank of Assistant Engineer & above in the department of Irrigation if the fact subsequently proved to be false, the contract will be rescinded, the earnest money & the total security will be forfeited and he shall be liable to make good to the loss or damages resulting from such cancellation.

39. **TENDERERS CERTIFICATE;**

The tenderer will furnish with his tender a certificate that he has gone through all documents, including plans drawings etc. of this tender schedule and clauses of F-2 agreement in vogue and that he has visited the works spot and satisfied himself with the local conditions, sufficiency of availability of labour and materials, visited the quarries and borrow areas, assessed the availability of materials water etc. camp facilities and quoted his rates for finished item of work, to cover all contractual obligations and contingencies arising thereof.

40. **AWARD OF CONTRACT:**

(a) The tenderer whose tender is selected for acceptance and who has no fixed deposit with competent registering authority shall within a period of seven days upon written intimation for acceptance of his tender deposit initial security deposit @ 2% (two percent) of the accepted tendered amount and sign the agreements in the P.W.D. Form F2(Schedule XXI No.61) for fulfillment of the contract in the office of the **Executive Officer, Bargarh Municipality** . This security deposit will

carry in interest. Failure to enter into the required agreement and to pay the security deposit as above within the specified period shall entail cancellation of tender. No tender shall be finally accepted until the required amount of security money is deposited. The written agreement to be entered into, between the contractor and Government shall be the foundation of the rights of both the parties & the contract shall be deemed to be incomplete until the foundation of the rights of both the parties and the contract shall be deemed to be incomplete until the agreement has first been signed by the contractor and then by the **Executive Officer, Bargarh Municipality**. The Department will accept the initial security deposit in in shape of **Term Deposit Receipt** pledged in favour **Executive Officer, Bargarh Municipality, Bargarh payable at Bargarh** from any Nationalized/Schedule Bank in India counter guaranteed by its local branch at Bhubaneswar within seven (7) days of intimation by the Divisional officer (by e-mail) to the successful bidder otherwise the successful bid shall be cancelled. In case of tenderers who have not deposited the security deposits, action will be taken to degrade them if they decline to sign the agreement within the period as stated above.

41. The work may be split up and distributed among several contractors if considered necessary in urgency of circumstances of the work.
42. In case of delay in acquisition of land, no compensation will be admissible but time extension will be granted.
43. Special class contractor shall employ under him one Graduate Engineer and two Diploma Holders belonging to the State of Odisha, likewise an 'A' class contractor shall employ under him One Graduate Engineer or two Diploma Holder under the contractors shall be full time and continues and they shall not be superannuated, retired, dismissed or removed personnel from any State Government/ Central Government Service/ Public Sector undertaking private companies and firm or be ineligible for appointment to Government Service.
The contractor shall pay them monthly emoluments which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Government of Odisha. The Chief Engineer, Roads, Odisha may however, assists the contractor with names of such unemployed Graduate Engineers and Diploma Holder if such help is sought for by the contractor.

The name of such Engineering personnel appointed by the Contractor who would be supervising the works should be intimated to the tender receiving authority along with each tender. Each bill of special class of 'A' class contractor shall be accompanied by an employment roll of Engineer personnel together with certificate of the Graduate Engineer or Diploma Holder employed the contractor of the effect that the work executed as per the bill has been supervised by him.
45. No part of the contract shall be sublet without written permission of Engineer-in charge or any transfer is made by power of attorney authorizing others to receive payment on behalf of the contractor.
46. No tenderer is permitted to furnish their tender in their own manuscript paper.
47. Each tenderer must submit along with the tender.
 - (A) List of works in hand in the prescribed proforma Annexure-I.
 - (B) List of major works executed by him Annexure-II.
 - (C.) List of T & P available with him Annexure-III.

48. OBSERVATION OF LAWS AND LOCAL REGULATION ACCIDENT AND SAFETY MEASURES:

The Contractor shall observe all state and local rules and regulations, so far as they are relevant in controlling the operation involved carrying out the work and indemnify the Government and Employees of the Government against all suite losses, demands, actions, judgments and cost of every kind resulting from the commissions and omissions of the contractor and his employees in violation of the said rules and regulations.

49. The contractor shall fully indemnify the Department for payment of the compensation under workmen Compensation Act, V-III of 1923 on account of the workmen being employed by him and the full amount of compensation if awarded by any competent court of law to the workmen will be recovered from the contractor and will be paid to workmen as per direction of court.
50. The Contractor shall have to abide by the labour laws and rules in vogue and shall provide at his own cost housing, water supply, sanitation, medical aid and other facilities to the labourer engaged in the

works required under labour laws and regulations. The contractor shall not employ labour of minor age-group.

51. The contractor shall have to abide by the safety code introduced by the Government of India, Ministry of Works, Housing and Supply in their standing order No.44 to 50 dated.25.11.57.

52. Blasting where required shall be taken up only when proper precaution have been taken for the protection of persons and property in accordance with I.S.4081-1967,safety Code for blasting and related Drilling operations. Blasting shall be carried out only by persons licensed for an thoroughly conversant with the working methods and precaution to be observed in using explosives. To avoid the danger of injury from flying debris, all personnel in a blasting and thoroughly conversant with the working methods and precaution to be observed in using explosives. To avoid the danger of injury from flying debris, all personnel in a blasting area shall retreat to an adequate cover. While carrying out excavation, adequate precautions in accordance with I.S.3764-166, Safety Code for excavation works shall be taken for the Safety of workers. The contractor shall have to abide by the Blasting laws and rules.

53. In case of any damage to government or Public property or the property owned to any persons(s) or firms (s) or body (s) due to negligence or any such action of the contractor resulting in damage of stoppage of work there by the contractor shall be liable to be penalized to the extent of the assessed value of the Damage or the out turn lost.

54. CHANGE OF ADDRESS OF THE CONTRACTOR;

The contractor shall inform the Engineer-in charge and the Department any change in his postal address from time to time from the one given in the tender papers and authorize any person with due intimation to the Engineer-in-charge and the Department to receive instructions or communication from the Department on his behalf failing which the said undelivered instructions and communications published in notice board of the EXECUTIVE OFFICER shall be treated to be intimation to the contractor and the same shall be binding on him.

55. ARCHAEOLOGICAL FINDINGS:

The contractor shall deliver to the EXECUTIVE OFFICER all articles of archeological importance as and when those are found in course of execution.

56. CONTEMPORARY CONTRACTORS

The contractor shall take into the consideration the needs and requirements of the other contractors if any, working in the vicinity during the tenure of his contract and shall neither taken nor cause to be taken any steps or actions that may cause disruption/ disturbance to their work, labour or arrangements etc. Any action by the contractor which the EXECUTIVE OFFICER in his unquestioned direction may consider as infringement of the above would be considered as a breach of the contract and he may take such action against the contractor as deemed fit.

57. TAXES:

(a) Income Tax- One percent (1%) of the gross amount of each running account bills will be recovered from the contractor towards income tax (provisional) or as advised by Income Tax department.

(b) Sales Tax (VAT)- Amount equal to 5% on each R/A bill of the contractor will be deducted towards sales tax on works contract as per Para 13(a)(i) of Odisha Sales Tax 1947 as amended by O.S.T.(third Amendment) ordinance, 1986. In case any amendment to the existing provision is made during the tender of the contracts the same will be applicable to this contract.

(c) The contractor will be responsible of all royalties or other charges for quarrying. All local taxes inclusive of State Seal Tax & Income Tax, Octroi charges ferry and Tollage are to be paid by the contractor. Cost of royalty will be deducted from the contractor's bill, as applicable as per the order of the Government from time to time , excess or less (over the provision of royalty in estimate) will be reimbursed or recover from the contractor.

58. INTEREST:

Under no circumstances interest is payable for dues of the contractor if any lying unpaid or payable for the work.

59. PLANS AND DRAWINGS:

The work has to be carried out in accordance with the Odisha Detailed Standard Specification and relevant I.S. specification pertaining to the tendered items of works and specifications and special conditions appended hereto. No claim will be entertained due to change of drawing if required.

Where details shown in these drawing differ from the requirement of the specifications, the requirement of the specifications shall Govern & the contractor shall do not works without proper drawings, directions and instructions. He shall check all drawings carefully and bring to the notice of the EXECUTIVE OFFICER any errors and omissions as discovered, whereupon the Engineer shall prepare revised addition drawings and specifications as may be required.

60. CONSTRUCTION PROGRAMME;

A construction programme prepared and submitted by the contractor soon after issue of work order for approval by the Engineer-in-charge. The contractor shall arrange for additional shifts whenever necessary to suit the revised construction programme. No extra payment on this account is admissible.

(a)The contractor has to make adequate lighting arrangements for nights works whenever necessary in fulfillment of the construction programme at his own cost and no extra payment on this account is admissible.

61. AVAILABILITY OF LABOUR:

Labour required for the work may not be available to the full extent in the locality. The contractor may have to import labourer from out side.He shall arrange and regulate the labour strength according to necessity. The claim for any idle labour whether or not at the fault of the contractor or due to any other reason whatsoever, shall not be entertained by the department. The contractor's percentage rate in the tender are deemed to have adequate coverage on account of import and employment of required labours and providing facilities and amenities to them.

62. SUSPENSION OF WORK:

The EXECUTIVE OFFICER may from time to time by written orders without in any way vitiating the contract, direct the contractor to suspend the work or any part thereof at such time and the contractor shall not after receiving such written order proceed with the work or items thereof ordered to be suspended until he shall have received a written notice or authority from the Engineer-in-charge to proceed with the works again.

Should the work be ordered to be suspended directly in the interest of safety of the work due to Acts of gods, force majored, war or indirectly as a result of the contractor not complying with any of the provisions of the contract un respect of the quality of the materials, workmanship, programme of execution, he shall not be entitled to claim any compensation for any loss he may put to directly or indirectly for such suspension of work. During the period of suspension of the work contractor shall properly protect and secure the works as far as is necessary in the opinion of the EXECUTIVE OFFICER.

63. ITEMS NOT COVERED IN THE SCHEDULE:

The items of work not covered in the tender schedule shall be paid in the current schedule of rate of the state and those not covered by the said schedule of rates will be paid on actual analysis approved by competent authority.

64. FORCE MAJEURE:

The contractor shall take all precautions to protect the work from damages due to rains, cyclones, fire or by any other natural calamity; public agitation or riots etc. and also make good such damage, if any, at his own cost during the period of execution and till the work is taken over by the department. No compensation will be paid to the contractor on account of idle labourers due to above reason.

65. TOOL AND PLANT:

The contractor should at his own cost arrange necessary tools, plants and machineries required for the efficient execution of work and the rates quote should be inclusive of such charges.

66. HAULROADS:

All approach roads and haul roads to work sites and quarries will be constructed and maintained by the contractor at his own cost. The roads so constructed shall be allowed to be used free of cost by agencies working in other reaches of the project including Government Department unless otherwise restricted by the EXECUTIVE OFFICER.

67. DEPARTMENTAL STOCK MATERIALS:

All the materials will be supplied by the contractor.

68. CONSTRUCTION SHEDS:

Temporary structures may be erected by the contractor at his expenses for storage sheds office residence, labour hutment etc., on the land available with the department with permission of the EXECUTIVE OFFICER. On completion of the work these structures should be dismantled and the site cleared and handed over to the department.

In the event of delay in supply of detailed structural designs for unavoidable reasons, reasonable extension of time will be granted on the application of the contractor. But no claim for monetary compensation will be entertained under any circumstances.

69. Any silt, derbies and other foreign materials deposited on the working region on account on rains flood or any other cause prior to and during the course of execution and till the works is completely taken over by the department have to be cleared by the contractor at his own cost. The rates quoted by the contractor shall be inclusive of all such contingencies.

70. The contractor shall not interfere with execution of water supply or electrical agreement and any other works entrusted to any other agency by the department at any time during progress of work.

71. It shall be the responsibility of the contractor to make such arrangements as may be required from time to time to protect men, machinery and the works against damage due to flood and the department accepts no liability whatsoever for damage or loss on this account.

72. SITE CLEARANCE:

Such portion of the site of work as may be considered necessary for the purpose of alignment and demarcation shall be cleared of Jungle, if any by the contractor at his own cost.

The limits of the structure within work will be carried out within the scope of the contract shall be suitably demarcated by the department.

The contractor has to supply necessary labour at his own cost for fixing bench mark pillars / alignment pillars and pages and also for layout, leveling and profiling and maintaining the same till completion at his own cost. The general layout pillars and Benchmark pillar already laid out by the Department is to indicate generally this alignments of works in the field, originally pillars will be preserved by the contractor while taking up excavation works.

73. The security deposit deducted from running bills of the work will be deposited within 3 days in a separate and specific bank account in the name of EXECUTIVE OFFICER, MUNICIPALITY BARGARH in any nationalized bank. The security amount so deposited will be refunded after completion of defect liability period of the concerned work and after the work is found defect free in all respects as per Works Department Circular No.Codes-8/06-17164 /W dated. Bhubaneswar/26.9.2006.

74. Amendment to Clause-31(a) of F2 Contract (Payment of escalation of Steel, Cement and Bitumen) as per condition of contract.

75. The contractor should keep himself in touch with the Engineer-in-Charge for smooth execution of work and arrange adequate labour depending upon the work load and working space available. No claim whatsoever for detention / idle of labour will be entertained.

76. OTHER CONTRACTORS:

Contractors operations shall be so planned as to prevent water from his work flowing or, finding way into the neighboring reaches. In the event of water from his reach flowing or finding way into the neighboring or subsequent reaches, the respective contractor shall be liable pay compensation towards any expenditure incurred loss or damage sustained by the concerned contractor (s) on account of the said reasons unless they otherwise mutually settle the issue amongst themselves.

Provided that if there by any dispute among the contractors on the amount of such compensations the decision of the Engineer-in charge shall be final and conclusive and binding on concerned contractor.

77. ORDER BOOK:

An Order Book with pages numbered will be, issued by the EXECUTIVE OFFICER and shall be maintained by the Sectional Officer systematically till completion of the work and thereafter surrender

it to EXECUTIVE OFFICER for record. The order book shall be available at the site during work hours for recording instructions relating to the work.

Orders regarding the work as and when necessary shall be entered in this book by the **Executive Officer, Bargarh Municipality** or his superiors in office with their dated signatures in exercise of statutory powers vested on them which shall be duly noted by the contractor or his authorized agent with his dated signature. The Executive Subordinate in charge of work shall also record his observation of defective work and such orders/ observation entered in this book and noted by the contractor agent shall be considered to have been duly given to the contractor.

78. EMPTY CEMENT BAGS:

The cost of empty cement bags @ Rs.3.00 (Rupees three) will be deducted from the contractors bills if cement is supplied by the department in gunny bags.

79. ROLE TO VERBAL ORDER:

It shall be the contractor's responsibility to get any verbal orders, instructions or direction confirmed in writing without of any claim arising thereof.

80. STATUTORY OBLIGATIONS OF CONTRACTOR:

The contractor shall have to arrange water required for the work at his own cost.

81. The contractor shall have to construct and maintain Coffor dam as for the work during execution at his own cost expiring river diversion and water supply arrangements of the department.

82 Bailing out water form foundation, construction of cross dewatering where-ever during execution of the work shall have to be done by the contractor at his own cost.

83. Gangway, scaffolding or any such arrangements required for the work are to be provided by the contractor at his own cost as per direction of the Engineer-in-charge. The Engineer-in-charge will the right to inspect such arrangement made for the work and reject partly and fully such structures if found defective such opinion of the Engineer-in-charge.

84. Department shall not pay any compensation to the contractor for the damage occurred to the materials and work instructed to him due to natural calamities.

85. DEPARTMENTAL RIGHT FOR DEVIATION IN QUANTITIES:

Right is reserved to make such increase or decrease in quantity or in item of worked in the schedule attached to the tender notice as may be considered necessary for satisfactory completion of the work and such increase or decrease shall in no way invalidate the contract or rates except grant of extension of time where considered necessary.

86 EMERGENCY MEASURE:

The work may be split up and distributed among several contractors if considered necessary on the emergency of the circumstances of the work and the contractor will not be entitled to any compensation to this account.

87. SAFETY OF MACHINERIES:

Unusual flood may occur during the working season. In the event of over topping or breach in the Coffor Dam embankment due to such flood in the working season resulting in flooding of the working area or outside the working area, the contractor shall make his own arrangement to shift the machineries and equipments materials etc., to safe place at his own cost. The work shall be resumed after the floods, necessary reconstruction of the Coffor dam/ embankment cleaning the working area of debries and silt shall have to be done by the contractor at his own cost. Suitable extension of time may however be granted in such eventualities at the request of the contractor, but no compensation whatsoever shall be paid in this regard.

88. CONTRACTOR DYING BECOMING DISOLVENT, INSANE OR IMPRISONED:

(A) In the event of the death, insanity, insolvency and imprisonment of the contractor or the contractor being a partnership or firm becomes dissolved or being a corporation goes into liquidation, the contract may be terminated by notice in writing posted at the site of the work and advertised in one issue of the local newspaper and all acceptable works shall be paid for after recovering all the contractors dues to Govt. there from at appropriate rates to the person or persons entitled to receive and given dishonourage for the payment.

(B) If the contractor becomes, bankrupt, has receiving order made against him or compound with his creditor or being a Corporation commence to be wound-up not being a voluntary winding-up for the purpose only a amalgamation or reconstruction, or carry on its business under a receiver for the benefit of the creditors of any of them, the Department shall be at liberty.

(i) to give such liquidation, receiver or other person the option of carrying out the contract subject to his providing a guarantee for the due, faithful performance of the contract upto an amount to be determined by the Department.

(ii) to terminate the contract forthwith by notice in writing to the contractor or to the liquidation or receiver or to any person in whom the contract may become vested and to act in the manner as per prevalent clauses of F2 contract.

89. REMOVAL OF CONTRACTOR'S MEN:

The contractor shall on the written direction of Engineer-in-charge immediately remove from the works any person employed thereon, who may in the opinion of the Engineer-in charge be incompetent. Such person shall not be employed again on the works without the written permission of the EXECUTIVE OFFICER.

90. FAIR WAGES CLAUSE:

The contractor should abide by the Fair wage clause introduced by the Govt. and shall not pay less than the fair wages fixed by the Govt. to the labourer engaged by him in the work.

91. LABOUR LICENSE AND REGISTRATION:

The Contractor should abide the relevant labour license Act & rules introduced by the Government during engagement of labours for execution of work. The contractor will produce the attested copy of labour license at the time of execution of agreement.

92. SAMPLE OF MATERIALS:

The contractor shall supply sample of all materials fully before procurement for the work for testing and acceptance as may be required by the concerned EXECUTIVE OFFICER.

93. QUALITY CONTROL AND TESTING;

A) The quality control organization of department will conduct necessary tests to ensure specifications and quality of execution of works as per standard procedures in vogue. The contractor has to bear cost of conveyance of materials from work site to laboratory if any for testing.

B) Correction of defects:

On receipt of notice from the EXECUTIVE OFFICER the contractor will rectify the defects in stipulated period at his own cost. If the defects are not rectified in the stipulated period; the Engineer shall assess the cost, get the defect rectified and recover the same from the dues of the contractor.

94. TESTING OF THE STRUCTURE:

After completion of works, the contractor shall arrange the requisite equipments for testing of the work if found necessary at his own cost.

95. RESOLUTION OF DISPUTES:

- a) All claims are to be settled by a Civil Court of competent jurisdiction by way of Civil Suit.
- b) The contractor shall not be entitled to invoke civil suit until and unless he has completed the work or until the Govt. have made alternative arrangements for completion of work in question as the case may be.
- c) The pendency of civil suit proceedings shall not dis-entitle the Govt. to terminate the contract and make alternative arrangements for completion of the work.

96 For the purpose of jurisdiction in the event of dispute, if any, contractor should be deemed to have entered into within the State of Odisha and it is agreed that neither party to the contract nor the agreement will be competent to bring at suit in regard to matters covered by this contract any place outside the State of Odisha.

97 If any further necessary information is required the Executive Officer MUNICIPALITY Bargarh, will furnish such information on written request but it must be clearly understood that tenders must be received in order and according to instructions/ specifications appended herewith.

98 ADDITIONAL PERFORMANCE SECURITY:

6. (A) **Additional Performance Security** : If the amount quoted by the bidder is more than 15% less of the tendered amount, then such bid shall be rejected and tender shall be finalized basing on merits of rest bids. But if more than one bid is quoted at 14.99% (Decimals up to two numbers will be taken for all practical purposes) less than the estimated cost, the tender accepting authority will finalize the tender through a transparent lottery system in presence of all the bidders/their authorized representatives which will be held in the office of Executive Officer MUNICIPALITY, Bargarh in presence of all bidders/their authorized representatives, Hence, all the bidders can enquire in the office of the undersigned regarding lottery before scheduled date as no further correspondence to the bidders in this regard will be made. In the event of the specified date for drawal of lottery being declared a holiday for the officer inviting Bid, lottery will be drawn at the appointed time on the next working day. (Amendment to Appendix – IX, Clause-36 of OPWD Code Vol-II)

(By inclusion vide O.M.No.14299 dtd. 03.10.2017 of Works Deptt.

Consequent upon modification of codal provision in Works Department, Odisha, **Office Memorandum No.14459/W, Dated 20.09.2018 & Amendment issued vide Office Memorandum No.4559/W, Dated. 05.04.2021**, the following table is applicable in connection with deposit of Additional Performance security.

Sl No	Range of Difference between the estimated cost put to tender and Bid amount	Additional Performance Security to be deposited by the successful bidder
1	Below 5%	No Additional Performance Security
2	From 5% and above and below 10%	50% of (Difference between estimated cost put to tender and Bid Amount)
3	From 10% and above	150% of (Difference between estimated cost put to tender and Bid Amount)

5.(B) **Additional performance security shall be furnished by the successful bidder.** When the bid amount is less than the estimated cost put to tender, in such an event, the bidders who have quoted less bid price / rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as **Additional Performance Security** as mentioned in the above table in shape of **Term Deposit Receipt** pledged in favour of **Executive Officer, Bargarh Municipality payable at Bargarh**) from any Nationalized/Schedule Bank in India counter guaranteed by its local branch at Bhubaneswar within seven (7) days of intimation by the Executive officer (by e-mail) to the successful bidder otherwise the successful bid shall be cancelled and the Earnest Money Deposit/Bid Security shall be forfeited. Further proceeding of blacklisting shall be initiated against the bidder as **per Works Department Memorandum No.14299 dt.03.10.2017** and Amendment made vide **Office Memorandum No.14459 dt.20.09.2018**. The time period of such APS deposit must be more than the duration of work.

99 ELECTRICAL WORKS:

The contractor will give the undertaking that he will execute the electrical works through a registered electrical license holder contractor. The attested copy of the registered electrical license and willingness of the electrical contractor who will execute the work shall be submitted by the Contractor before execution of the agreement.

100 UNDERTAKING FOR PAYMENT OF MINIMUM WAGES:

I/We do hereby undertake that I/We shall pay Rs150.00 per day to the unskilled labourers engaged by me/us execution of the work. If the minimum wages will be changed by the Govt. during execution of the work, I shall pay to the unskilled labourer and wages of different category of labour at the rate of specified in Department of labour and employment Department, Govt. of Odisha Notification.

- 101** As per the Law Department, Govt. of Odisha letter No.1242/W dt.-05.8.2003 and Finance Department, Govt. of Odisha letter No.195/ WF –I, dt.4.3.2004 an affidavit shall be furnished by the Contractor at the time of submission of tender papers about the authentication of tender documents including bank guarantee.

- 102 For the purpose of estimate, the approved quarry lead is to be provided judiciously. Engineers would be responsible for ensuring the quality of the materials supplied. The Contractors would, however, be responsible for procurement of materials from authorized sources and voluntarily disclose the source of procurement for the purpose of billing. Besides, the bidder would be required to submit the details of quarry for procurement while submitting the bids.
- 103 If L1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. In that case, the L2 bidder, if fulfils, other required criteria would be called for drawing agreement for execution of work subject to the condition that L2 bidder negotiates at par with the rate quoted by the L1 bidder, otherwise, the tender will be cancelled. In case a contractor is black listed, it will be widely publicized and intimated to all departments of Government and also to Govt. of India agencies working in the state.
- 104 In the rate quoted by the bidder is less than 15% of the tendered amount, then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids. But if more than one bid is quoted at 14.99 % (Decimals up to two numbers will be taken for all practical purposes) less than the estimated cost, the tender accepting authority will finalize the tender through a transparent lottery system where all bidders/ their authorized representatives, the concerned Executive Officer MUNICIPALITY Bargarh, will remain present.
- 106 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 Officer MUNICIPALITY Bargarh, to report the actual date of completion of the project as soon as possible through fax or e-mail so that, the report is received within 07 days of such completion by the higher authority the Administrative Department. The incentive for timely completion should be on a graduated scale of 01 (One) percent to 10 (Ten) percent of the contract value. Assessment of incentives may be worked out for earlier completion of work in all respect in the following scale.
- | | |
|----------------------------------|---------------------------|
| Before 30% Contract period | = 05 % of Contract Value. |
| Before 20 to 30% Contract period | = 04 % of Contract Value. |
| Before 10 to 20% Contract period | = 03 % of Contract Value. |
| Before 05 to 10% Contract period | = 02 % of Contract Value. |
| Before 05% Contract period | = 01 % of Contract Value. |
- 107 Before acceptance of tender, the successful bidder will be required to submit a work programme and milestone basing on the financial achievement so as to complete the work within the stipulate time and in case of failure on the part of the agency to achieve the milestone liquidated damage will be imposed.

Signature of the Contractor

In case the Executive Officer, **Bargarh Municipality** , is not satisfied that the minimum wages has not been paid, he will have the right to deduct such amounts from the bills of the Contractor and pay to the labours.

TENDERER(S) IS/ARE REQUIRED TO SUBMIT THE INFORMATION IN THE FOLLOWING SCHEDULES

Schedule–A

NO RELATIONSHIP CERTIFICATE

Certified that I am **not related** to any Office of the Executive Officer MUNICIPALITY Bargarh and above or any Officer of the rank of Assistant Engineer and above. I am also aware that if the facts subsequently proved to be false my/our contract will be rescinded and total 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.

Signature of the Contractor

UNDERTAKING FOR NOT BLACKLISTED

We do hereby undertake that we have not been blacklisted or deregistered by any Department of Central / State Government or Public sector undertaking and also that none of our work was rescinded by the Department after award of contract during last 5 years.

SIGNATURE OF AUTHORIZED SIGNATORY

PERSONAL INFORMATION FORMAT

1	Name	
2	Email- ID	
3	Phone No	
4	PAN No	
5	GST No	
6	Address	

Signature of Tenderer

NOTE:-

1. List of equipments/machineries mentioned above is the minimum requirement.
2. Capacity of each plant and equipment should be as per specification attached separately.
3. The above equipment should either be owned or availed on long-term lease extended beyond the duration of the work, the authority of which in either case is to be substantiated before award of the work.
4. The equipment mentioned above must be included in Annexure-II and clearly indicated as "Owned/leased."
5. The above list is not exhaustive. All other machinery/equipments as will be required for satisfactory completion of the work shall have to be deployed by the agency.

For deploying additional sophisticated machinery by the agency for completion of the work, no claim shall be entertained.

SCHEDULE-D1

WORKING EXPERIENCE

D-1. LIST OF SIMILAR NATURE OF PROJECTS EXECUTED

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Actual date of completion of the work	Reasons for delay in starting/ completion , if any
1	2	3	4	5	6	7	8

NOTE : This page is to be certified by the Engineer-in-Charge/ Employer not below the rank of EE

Signature of the Tenderer

SCHEDULE-D2

WORKING EXPERIENCE

D-2. LIST OF SIMILAR NATURE OF PROJECTS IN PROGRESS

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Revised target date of completion of the work, if any	Reasons for slow progress, if any, with the updated billing Amount
1	2	3	4	5	6	7	8

NOTE : This page is to be certified by the Engineer-in-Charge/ Employer not below the rank of EE

Signature of the Tenderer

SCHEDULE- "E"

**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF
TENDEREDOR ABANDONMENT OF WORK BY THETENDERER**

- | | | |
|----|--|----------|
| 1. | a) Is the tenderer currently involved
in any litigation relating to the works. | Yes / No |
| | 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 be summararily be rejected.

Signature of the Tenderer

AFFIDAVIT

Name of work _____

- 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 (a) is involved in any litigation relating to the works, (b) have been debarred / expelled by any agency in India during the last five years, (c) have failed to perform on any contract work in India during the last five years or (d) 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) I/We hereby certify that I/We* am/are* **not related** (*) to any officer of **H & UD Department** of the rank of Assistant Engineer & above and any officer of the rank of Assistant / Under Secretary and above of the Works Department, Government of Odisha.

Or,

I/We hereby certify that I/We* am/are* **related** (*) to Sri / Smt _____ who is working as _____ in the office of the _____ under Works department Government of Odisha.

I/We* am/are* aware that, if the facts subsequently proved to be false, my/our* contract will be rescinded with forfeiture of E.M.D and security deposit and I/We* shall be liable to make good the loss or damage resulting from such cancellation. I//We also note that, non-submission of this certificate will render my / our tender liable for rejection.

* Strike out which is not applicable.

- 4) The undersigned hereby authorize(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.
- 5) 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.
- 6) 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)

Title of Officer:-

Name of Firm:-

Date:-

CERTIFICATE OF EMPLOYMENT OF UNEMPLOYED GRADUATE

ENGINEER / DIPLOMA HOLDERS
(for Super class / special class / A class contractors only)

I / We hereby certify that at present the following Engineering personnel are working with me / in our firm /company and their bio-data are furnished below.

Sl No	Name of Engineering personnel appointed for supervising contractor's work with address.	Qualification	Date of Appointment	Monthly emolument	Whether full time engagement and continuous.	If they are superannuated / retired / dismissed or removed personnel from state Govt./ Central Govt ./ Public Sector Undertaking / private Companies and s or any one ineligible for Government service.
1	2	3	4	5	6	7

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

Signature of the Tenderer

MEMORANDUM OF UNDERSTANDING IN AFFIDAFIT FORM

First party I Sri/ Smt. Aged
Years S/O At/Po/Dist (Here in after called the First Part)

AND

Second party I Sri/ Smt..... Aged Years
S/OAt/Po/Dist (Here in after called the Second Part) having H.T./ L.T. licence
registration No. Valid up to

And Whereas the First Party of 1st is the managing partner of

And Whereas the First Party willing to appoint the Second Party to execute the E.I.
portion for the Tender work“.....”.

NOW THIS DEED OF AGREEMENT WITNESSES AS FOLLOWS.

- 1) That, the Second Party shall do all E.I. works, if the tender is awarded to First Party.
- 2) That, the Second Party shall fulfill all the works as per the tender schedule by instruction of Engineer-in-Charge.
- 3) That, the First Party shall receive payment, signing the bill the document for the concerned work.
- 4) That, the Second Party shall abide the rules, regulation and specification of E.I. works of above said matter

In Witness where of Both the Party have signed in presence of

WITNESS

W1 -

W2 -

ODISHA PUBLIC WORKS DEPARTMENT
(Form P₁)
PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS
General Rules and Directions for the guidance of Contractors

1. All works proposed for execution by contract will be notified in a form of invitation to tender pasted on board hung up in the office of and signed by the EXECUTIVE OFFICER MUNICIPALITY BARGARH. This notice will state the work to be carried out, the items and approximate quantities thereof as well as the date of submitting and opening of tenders also the amount of earnest money to be deposited and the amount of the security deposit to be deposited by successful tenderer and the percentage if any, to be deducted from bill. Copies of the specification, design and drawing and any other documents required in connection with the submission of tender signed for the purpose of identification by the EXECUTIVE OFFICER shall also be opened for inspection by the contractor at the office of the EXECUTIVE OFFICER, Bargarh Municipality during office hours.
2. In the event of the tender being submitted by a firm it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney, authorizing him to do so.
3. Receipts for payment made on account of work, when executed by firm must also be signed by several partners except where the contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firms by one of the partners, or by some other person having authority to give effectual receipts for the firm.
4. The memorandum of work tendered for and the memorandum of materials to be supplied by the Public Works Department and their issue rates shall be filled in and completed in the office of the EXECUTIVE OFFICER MUNICIPALITY BARGARH before the tender form is issued. If a form is issued to an intending tender without having been so filled in and completed he shall request the office to have this done before he completes and delivers his tender.
6. Any person who submits a tender shall fill up the usual printed form standing at what rate he is willing to undertake each item of the work. Incomplete tender and the tenders which propose any alteration in the specified in the said form of invitation to tender, or which contain any other condition of any sort or omit to not the time within which the work can be finished or which are not accompanied by a treasury challan for the required earnest money will be liable to rejection. No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit a separate tender for each. Tender shall bear the name of the work to which they refer written outside the envelope. Cash deposits for earnest money herein before mentioned shall be made in Government treasuries and the challan thereof should be enclosed with the tender.
7. The Engineer or his fully authorised assistant will open the tenders in the presence of any intending contractors who may be present at the time and will enter the amounts of the several tenders in a comparative statement in suitable form. In the event of a tender being rejected the challan for the earnest money forwarded therewith shall thereupon be returned to the tenderer with a pay order for the amount of the earnest money.
8. The Engineer shall have the right of rejecting all or any of the tenders.
9. In the event of tender being selected for acceptance the Engineer who opened the tender will, if he is competent to accept the tender, inform the tenderer of the selected tender who shall thereupon sign copies of the specification and other document mentioned in rules 1 and 4 for the purpose of identification and for his acceptance with the tender. The tenderer of the selected tender shall also deposit the required amount of the security money within the prescribed time. If the tenderer fails to deposit the required amount of the security money within the prescribed time, the Engineer may reject the tender.

If the Engineer is not competent to accept the tender himself, he will inform the tenderer of the tender which is decided to recommend for acceptance. Such tender shall thereupon sign forthwith copies of the specification and other documents mentioned in rules 1 and 4 and shall deposit the required amount of security money within the prescribed time. The tender with the specification and other documents signed by the tenderer will then be forwarded for acceptance to the Engineer who is competent to accept the same. If the said Engineer rejects the tender the security money deposited shall be refunded to the tender.

10. When a tender is selected for acceptance the tenderer shall deposit the required amount of the security money in cash in the treasury and shall forward the challan to the EXECUTIVE OFFICER MUNICIPALITY BARGARH. Government securities may be endorsed to the EXECUTIVE OFFICER MUNICIPALITY BARGARH in lieu of cash deposit of the required amount of the security money. No tender shall be finally accepted until the required amount of the security money has been deposited.
11. Contractors. Should pay 1% as initial security at the time of acceptance of tender. Besides the earnest money and initial security, contractors of Super, Special, A and B classes will be made required to furnish 5% security deposit by way of each bill where as in case of C and D class contractors such deductions will be made @ 3% of gross amount of each bill. Thus the total security deposit form contractors will be 7% for Super, Special, A and B classes and 5% for C and D classes respectively.
12. When tender has been selected for acceptance and the required amount of the security money has been deposited the Engineer shall scrutinize all pages of the form of Item, Rate, Tender and contract for works to see that the form has been properly filled up and signed by the contractor and the signature witnessed. He shall then if he is not so competent, shall send the form for signature of the acceptance to the officer competent to accept it.

TENDER FOR WORKS

I/We hereby tender for the execution for the Governor of Odisha of the work specified in the under written memorandum at the rates specified there in within a period of 03 (three) months excluding opening period from the date of written order to commence and in accordance in all respects with the specifications, designs, drawings and other documents referred to in rule I hereof and subject to the annexed conditions of contract and with such materials as are provided for by and in all other respects in accordance with such conditions so far as applicable.

MEMORANDUM

- | | |
|--|--|
| <p>(a) If several sub-works are included they should be detailed in a separate list.</p> <p>(d) This deposit will be 2% of the estimated cost of the work.</p> <p>(e) This percentage, deduction from bills will be credited to the contractor's security deposit.</p> | <p>(a) Name of work</p> <p>(b) Tender value Rs.</p> <p>(c) Earnest money Rs.</p> <p>(d) Initial security deposit (including earnest money) to be deposited before the commencement of the work</p> <p>(e) Percentage to be deducted from bills</p> <p>(f) Date of written order to commence</p> <p>(g) Time required for the work from date of written order to commence</p> <p>(h) Total nos. of item tender for:</p> |
|--|--|

Sl No	Item of Work	Quantity	Unit	SCHEDULE OF RATE		Amount
				Rs. In Figures	Rs. In Words	
1	2	3	4	5	6	7

Should this tender be accepted I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed here to so far applicable, or in default thereof to forfeit and pay to the Governor of Odisha or his successors in office the sum of money mentioned in the said conditions.

Signature of contractor Dated the Contractor
before submission of
tenderer

*Signature of witness to Witness _____
tenderer's signature

Address _____

Occupation _____

The above tender is hereby accepted by me on behalf of the
Governor of Odisha.

Dated the Day of20

Signature of the Officer
MUNICIPALITY Bargarh, by whom accepted
Bargarh.

Executive Officer

**CONDITION OF
CONTRACT**

CONDITIONS OF CONTRACT

Clause-1: All compensation or other sums of money payable by the contractor to Government under the terms of this contract may be deducted from or paid by the sale 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 such deduction of sale as aforesaid, the contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have deducted from or raised by sale of the security deposit or any part thereof.

Compensation for delay. The work should not be considered finished until such date as the Executive Officer MUNICIPALITY Bargarh, shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by the EXECUTIVE OFFICER or his authorised agents are fully complied with by the contractor to the EXECUTIVE OFFICER's satisfaction.

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 of which the written order to commence work is given to the contractor. The work shall, throughout the stipulated period of the contract, be carried on with all due diligence (time being deemed to be of essence of the contract on the part of the contractor) and the contractor shall pay as compensation, an amount equal to ½ percent on the amount of the estimated cost, if the whole work as shown by the tender for every day that the work remains uncommenced, or un-finished on which the work is finished after necessary rectification of defects as pointed out by the Executive Officer MUNICIPALITY Bargarh, or his authorized agents, are fully complied with by the contractor to the satisfaction of the Executive Officer MUNICIPALITY Bargarh,. 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 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 every day that the due quantity of work remains incomplete. Provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent on the estimated cost of the work as shown in the tender.

Action when whole security deposit is forfeited.

Clause - 2(b) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Executive Officer MUNICIPALITY Bargarh,. shall be conclusive evidence) and in which case, 20% of the value of left over work will be realized from the contractor as penalty be absolutely at the disposal of Government.

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

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

Contractor remains liable to pay compensation if action not taken under clause- 5

Power to take possession of or require removal of or sell contractor's plants

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

Extension of time

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

Final certificate

Clause-5 : On completion of the work, the contractor shall be furnished with a certificate by the Executive Officer MUNICIPALITY Bargarh, (herein after called the Engineer) of such completion, but no such certificate be given nor shall the work be consider to be completed until the contractor shall have removed from the area of the premises (to be distinctly marked by the Executive Officer MUNICIPALITY Bargarh, in the site plan) on which the work shall be executed, all scaffolding, surplus materials and rubbish and cleaned of the dirt from all wood work, doors, windows, walls, floor or other parts of any building in upon or about which the work is executed, or of which he may have had possession for the purpose of the execution thereof nor until the work shall have been measured by the Officer of the Public Works Department in accordance with the rules of the department whose measurements shall be binding and against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the Engineer may at the expense 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 material as aforesaid, except for any sum actually realized by the sale thereof.

Payment on intermediate certificate to be regarded as advances and bill to be submitted monthly.

Clause-6 : A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer 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 or his subordinate shall measure up the said work in the presence of the contractor whose countersignature to the measurement list will be sufficient warrant, and the Engineer or his subordinate shall prepare all bill from such list which shall be binding on the contractor in all respects.

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 intermediate payments to the contractor shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed and taken away and reconstructed or re-erected, or be considered as an admission of the due performance of the contractor, or any part thereof in any respect, or the accrual of any claim nor shall it conclude determine or effect in any way the powers of the Engineer 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 officer of the Public Works Department in accordance with the rules of the department in presence of the contractor within one month of the date fixed for completion of the work. The payment of work is subjected to availability of Budgetary provision under specific work head.

Stores supplied by Government

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's store, or it is required that the contractor shall use certain stores to be provided by the Engineer under the conditions of the contract such materials and stores; to and the prices be charged thereof as hereinafter mentioned being so far practicable or the convenience of the contractor, but not so as in any way to control the meaning or effect of this contract are specified in the schedule or memorandum hereto annexed the contractor shall be supplied with such materials and stores noted in the annexed schedule as are required from time to time to be used by him for the purpose of the contract only and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule may set off or deducted from any sums then due or thereafter to become due to the contractor under the contract or otherwise or against or from the security deposit or the proceeds of sale thereof if the same is held in Government securities the same or sufficient portion thereof being in this case sold of 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. Any such material unused and in perfectly good condition at the time of the completion or termination of the contract shall be returned to the Engineer's store, at the prevailing market rate or at the issue rate whichever is less if by a notice writing under his hand he shall so require but the contractor shall not be entitled to return any such material unless with such contract 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 damage to any such materials.

Clause-8(a): If a contractor removes any material or stock supplied to him from the site of the work in contravention of the provision of this clause with a view to dispose of the same dishonestly, he shall in addition to any other liability civil or criminal, arising out of this contract be liable to pay a penalty equivalent to five times the price of the said materials or stock, according to the stipulated rate. The penalty

so imposed shall be recoverable from any sum that may be then or at any time thereafter may become due to the contractor or from his security deposit or the proceeds of sale thereof.

Clause-8(b): Owing to difficulty in obtaining certain materials in the open market the Government have under taken to supply materials specified in the schedule hereto annexed. There may be delay in obtaining materials by the Department and the contractor is therefore required to keep himself in touch with the day to day position regarding the supply of materials from the Engineer and to so adjust the progress of the work that their labour may not remain idle not may there be any other claim due to or arising from delay in obtaining the materials. It should be clearly understood that no monetary claim whatsoever shall be entertained by the Government on account of delay in supplying materials. However extension of time for completion of work can be granted on timely application by the contractor vide also Clause 4.

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

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

Do not invalidate contracts.

Extension of time and consequence of alterations

Clause-10 : The Engineer shall have power to make any alterations in or additions 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 instructions which may be given to him in writing signed by the Engineer and such alteration shall not invalidate the contract, and any additional work the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work.

Rates of work not in estimate or schedule of rates of the district.

The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work and the certificate of the Engineer shall be conclusive as to such proportion. And if the additional work includes any class or 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 schedule of rates of the locality during the period when the work is being carried on and if such last mentioned class of work is not entered in the schedule of rates of the district then the contractor shall within seven days of the date of his receipt the order to carry out the work inform the Engineer of the rate which it is his intention to charge for such class of work, and if the Engineer does not agree to his rate he shall by notices in writing be at liberty to cancel his order carry out such class or work and arrange to carry it out in such manner as he may consider advisable.

No deviation from the specification stipulated in the contract nor additional items of work shall ordinarily be carried out by the contractor nor shall any altered, additional or substituted work be carried out by him, unless the rates of the substituted, altered or additional items have been approved and fixed in writing by the Engineer. The contractor shall be bound to submit his claim for any additional work done during any month on or before the 15th day of the following month accompanied by a copy of the order in writing of the Engineer for the additional work

if he fails to submit his claim within the aforesaid period.

Provide always that if the contractor shall commence work or incur any expenditure in regard thereof before the rates shall have been determined as lastly herein before mentioned, 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 or rates as shall be fixed by the Engineer

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

Clause-11 : If any time after the commencement of the work the Government of Odisha shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out the Engineer shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alternation having been made in the original specification drawing, design and instruction which shall involve any curtailment of the work as originally contemplated under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.

Action and compensation payable in case of bad work.

Clause-12 : If it shall appear to the Engineer or his sub-ordinate of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer specifying the work materials or articles complained of notwithstanding that the same may have been inadvertently passed certified and paid for, forthwith rectify or remove or reconstruct the work so specified in whole or in part, as the case may require or as the case may be remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost and in the event of his failing to do so within a period to be specified by the Engineer in 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 the Engineer may rectify or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

Work to be opened to inspection Contractor or responsible agents to be present.

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

Notice to be given before work is covered up

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

Contractor liable

Clause-15 : If the contractor or his work people, or servants shall break, deface,

for damage done and or imperfection for 3 months after certificates.

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 contiguous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work, while in progress from any cause whatever or any imperfection became apparent in it within three months from the date of final certificate of its completions shall have been given by the Engineer, as aforesaid, the contractor shall make the same good at his own expense, or in default, the Engineer may cause the same to be made good by other workmen, and deducted the expense (of which the certificate of the Engineer shall be final) from any sums that may be then, or any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof and the contractor shall be liable to pay any part of the expenses not so recovered by the Engineer-in-charge.

Contractor to supply plant, ladders, scaffoldings etc.

Clause-16 : The contractor shall supply at his own cost all materials (except such special, if any, as may in accordance with contract, be supplied from the Engineer-in-charge's stores) plants tools appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite for the proper execution of the work, whether original, altered or substituted, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not or which may be necessary of the purpose of satisfying or complying with the requirement of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means & materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at anytime and from time to time of the work or materials. Falling his so doing the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contract shall also provide all necessary fencing and light required to protect the public from accident and shall be bound to bear the expenses of defense 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 precautions, and to pay any damages and cost which may be awarded in any such suit, action or proceeding to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

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

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

The contractor shall not employ for the purpose of this contract any person who is below the age of twelve years and shall pay to each labour wages not less than the wages paid for seminal work in the neighborhood.

The Executive Officer MUNICIPALITY Bargarh, shall have the right to enquire into and decide any complaint alleging that the wages paid by the contractor to any labour for the work done by such labour is 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 labour employed by the contractor is below the age of twelve years and to refuse to allow any labour whom he decides to be below the age of twelve years to be employed by the contractor.

Clause-17(b) The contractor shall employ one or more Engineering Graduates or Diploma holders as apprentices at his own cost if the work as shown in the tender exceeds Rs. 25, 00,000/- The apprentices 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... the emolument of personnel or 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 the total expenditure does not exceed one percent of the tendered cost of the work.

Clause-17(c) AMENDMENT MADE IN WORKS DEPT. NO. CODES

M-22/91-15384/9.7.93

Super Class/ Special Class contractor shall employ under him one Graduate Engineer and two Diploma Holders belonging to the State of Odisha like-wise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to State of Odisha.

The contractor shall pay to the Engineering personnel monthly emoluments of the personnel of equivalent qualification employed under the State Government of Odisha. The Engineer-in-Chief, R&B, Odisha may however, assist the contractor with names of such unemployed Graduate Engineers and Diploma Holders. If such engineer personnel appointed by the contractors should be intimated to the tender receiving authority along with the tender.

Each 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 holder as employed by the contractor to the effect that the work executed as per the bill has been supervised & measured by him/them.

Work not to be sublet

Clause- 18: The contractor shall not be assigned or sublet without the written approval of the Executive Officer MUNICIPALITY Bargarh,. And if the contractor shall assign or sublet his contract, or attempt to do so or become insolvent or commence any insolvency proceeding or make any composition with his creditor, or attempts to do so, or if any bribe, gratuity, gift, loan, perquisite reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Executive Officer MUNICIPALITY Bargarh, may thereupon by notice in writing rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract had been rescinded under clause- 2(b) hereof, and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Contractor may be rescinded and security deposit forfeited for subletting bribing or if contractor becomes insolvent.

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

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

Changes in constitution of firm

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 charge 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 ensue as if the contract had been rescinded under clause-2(b) hereof and in addition the contractor shall not be entitled to recover or be paid for any works thereof actually performed under the contract.

Clause-21: All work to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Chief Engineer of the Project for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Clause-22: Deleted.

Lump sums in estimates

Clause-23: When the estimate on which a tender is made include lump sums 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 question is not in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may 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 against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

Action where no specification.

Clause-24: In the case of any class of work for which there is no such specification as is mentioned in rule-1 such work shall be carried out in accordance with the circle specification and in the event of there being no circle specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Definition of works

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

Clause-26: Government shall be entitled 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 course of execution of any part of the work covered by these contract.

Clause-27: That the purpose of jurisdiction in the event of dispute if any the contract should be deemed to have been entered into within the State of Odisha and it is agreed that neither party to the contract nor agreement will be competent to bring a suit in regard to the matters covered by this contract at any place outside the state of Odisha..

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

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

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

Clause-31- Deleted.

Clause32: RELEVANT PROVISION IN THIS CONTRACT STANDS MODIFIED ACCORDINGLY:

After the work is finished all surplus materials and debris are to be removed by the contractor and preliminary works such as vats, mixing platforms etc, are to be dismantled and all materials removed from site.

FAIR WAGE CLAUSE

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

Explanation: - "Fair Wage" means wages, whether for time or piece work prescribed by the State Public Works Department provided that where higher rates have been prescribed under the Minimum Wages Act 1948 wages at such higher rates should constitute fair wages.

The EXECUTIVE OFFICER shall have the right to enquire into and decide any complaints alleging that wages paid by the contractors to any labourer for work done by such labourer is less than the wages as per the sub-paragraph (1) above.

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

(c) In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this agreement the contractor shall comply with or cause to be complied with all regulations made by Government in regard to payment of wages, wage period productions from wages, recovery of wages not paid, and deductions unauthorisedly made, maintenance of wage register, wage cards, publication of scale of wages and other terms of employment, inspection and submission of periodical return and all other matters of like nature.

(d) The EXECUTIVE 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 non fulfillment of condition of the contract for the benefit of the workers non payment of wages or of deductions made from his or their wages, which are not justified by their terms of the contract or non observance of the regulations. Money so deducted should be transferred to the workers concerned.

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

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

(g) Under the provision of the Minimum Wages Act, 1948 and the minimum wages

(Central Rules, 1950) the contractor is bound to allow or cause to be allow to the labourers directly or indirectly employed in the works 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 OFFICER concerned shall have the right to deduct the sum not paid on account of wages for weekly holiday to any labourers, and pay the same to the persons 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 during cement mixing work and blacktopping 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 and 10th of every month, to the Engineer-in-charge a true statement showing in respect of the Second half of the proceeding month and the first half of the current month respectively (1) the number of labours employed by him on the work (2) their working hours (3) the wages paid to them (4) the accident that occurred during the said fortnight showing the circumstances under which they happened and the content of damage and injury caused by them and (5) the number of female workers who have been allowed maternity benefit according the clause (K) and the amount paid to them, failing which the contractor shall be liable to pay to Government a sum not exceeding Rs. 50/- for each default of materials in correct statement. The decision of the EXECUTIVE OFFICER shall be final in deducting from any bill due to contractor, amount levied as fine.

(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 a cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the Odisha Public Works department and its contractors. This will apply to work places having 50 or more workers.

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

1. Leave: (i) In case of Delivery:- Maternity leave not exceeding 8 weeks, 4 weeks up to including the day of delivery and 4 weeks following that day.
(ii) In case of Miscarriage: - Upto 3 weeks from the date of miscarriage.
2. Pay: (i) In case of Delivery: - Leave pay during maternity leave will at the rate of the women's average daily earnings calculated on the total wages earned on the days when full time work was done during a period of three months immediately proceeding the day of which she gives notice that she expects to be confined or at the rate of twelve annas a day which ever is greater.
(ii) In case of Miscarriage:- Leave pay at the rate of average daily earning calculated on the total wages earned on the days full time work was done during a period of 3 months immediately proceeding the date of such miscarriage.

Condition 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 6 months immediately proceeding the date on which she proceeds on leave.

ADDENDUM TO THE CONDITION OF CONTRACT

2. TIME CONTROL:-

2.1. Progress of work and Re-scheduling programme.

- 2.1.1. The Executive Officer MUNICIPALITY Bargarh, / Engineer- in- Charge shall issue the letter of Acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.
- 2.1.2. Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme commensurate **to Clause no. 2.1.3** showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.
- 2.1.3. To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, 1/4th of the whole of the work before 1/4th of the whole time allowed under the contract has elapsed, 1/2 of the whole of the work before 1/2 of the whole time allowed under the contract has elapsed, 3/4th of the whole of the work before 3/4th of the whole time allowed under the contract has elapsed.
- 2.1.4. If at any time it should appear to the Engineer-in-Charge that the actual progress of the work does not conform to the programme to which consent has been given the Contractor shall produce, at the request of the Engineer-in-Charge, a revised programme showing the modifications to such programme necessary to ensure completion of the works within the time for completion. If the contractor does not submit an updated Programme within this period, the Engineer-in-Charge may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the over due Programme has been submitted.
- 2.1.5. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 2.1.6. The Engineer-in-Charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer-in-Charge again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

2.2. Extension of the Completion Date.

- 2.2.1. The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the Engineer-in-Charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.
- 2.2.2. As soon as possible after the Agreement is executed the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.
- 2.2.3. In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.
 - i) Force majeure, or
 - ii) Abnormally bad weather, or
 - iii) Serious loss or damage by fire, or

- iv) Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
- v) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
- vi) In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
- vii) Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.

2.2.4. Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

2.2.5. In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

2.3. Compensation for Delay.

2.3.1. If the contractor fails to maintain the required progress in terms of clause 2 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Superintending Engineer (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause 2 or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified. Compensation @ 1.5% per month of for delay of work, delay to be completed on per Day basis. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work or to the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in contract data, or the rescheduled milestone(s) in terms of Clause 2.5, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However no interest whatsoever shall be payable on such withheld amount.

2.4. (DELETED)

2.5. Management Meetings.

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

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

Model Rules for Health and Sanitary Arrangements for Workers Employed by Odisha P.W.D. or 1st Contractors.

1. Application: These rules shall apply to all construction work-in-charge of Odisha Public Works Department which are expected to continue for a year or more.
2. Definitions:
 - I.) "Work Place" means a place at which averages of fifty or more workers are employed in connection with construction work.
 - II.) Large work place means at which an average of 500 or more workers are employed in connection with construction work.
3. First Aid:
 - (a) At every work place, there shall be maintained in a readily accessible place first-aid appliances including and adequate supply of sterilizer dressing and sterilized cotton wool. The appliances shall be kept in good order and in large work place they shall be readily available during working hours.
 - (b) At large work places, where hospital facilities are not available within easy distance of the workers, first aid posts shall be established and run by a trained compounder.
 - (c) Where large work places are remote from regular hospitals an indoor ward shall be provided with one bed for every 250 employees.
 - (d) Where large work places are situated in cities, towns or in their suburbs and no beds are considered necessary owing to the proximity of city, town hospitals, an ambulance shall be provided to facilitate removal of urgent cases to these hospital. At the work place, some conveyance facilities such as car shall be kept readily available to take injured person or persons suddenly taken seriously ill to the nearest hospitals.
4. Drinking Water:-
 - (a) In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of water fit for drinking.
 - (b) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
 - (c) Every water supply of storage shall be at a distance of not less than 50 feet from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and water proof.
 - (d) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.
 - (e) The temperature of drinking water supplied to workers shall not exceed 90° F
5. Washing and Bathing Place:-
 - (i) Adequate washing and bathing places shall be provided separately for men and women.
 - (ii) Such places shall be kept in clean and drain condition.
6. Scale of Accommodation in Latrines and Urinals:- There shall be provided within the premises of every work place latrines and urinals in an accessible place, the accommodation separately for each of them shall not be less than the following.

(a) Where the number of persons employed exceeds 50	No. of Seats 1.
(b) Where the number of persons employed exceeds 50 But does not exceed 100	No of Seats 3
(c) For every additional 100	No of Seats 3 per 100

(In particular cases, the Executive Officer MUNICIPALITY Bargarh, shall have the power to vary the scale where necessary)
7. Latrines and Urinals of women: - If women are employed, separate latrines and urinals separate from that for men and marked in the verMunicipalityular in conspicuous latter "for women only" shall be provided on the scale laid in rule. Those for men shall be similarly marked "for men only". A poster showing that figure of a man and women shall also be exhibited at the entrance of latrines for each sex. There shall be adequate supply of water close to the urinals and latrines.
8. Latrines and Urinals: Except in work place provided with water flushed latrines connected with a water borne sewerage system, all latrines shall be provided with receptable on dry earthen system which

shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. The receptacle shall be tarred inside and outside at least once a year.

9. Constructions of Latrines: The inside wall shall be constructed for masonry of stone materials and shall be cement washed inside and outside at least once a year. The dates of cement washing shall be noted in register maintained for this purpose and kept available for inspection.
10. Disposal of Excreta: Unless otherwise arranged for by the local sanitary authorities, arrangements for proper disposal of excreta by incinerator at the work place be made by means of a suitable incineration approved by Asst. Director of Public Health or Municipal Medical Officer of Health as the case may be, in whose jurisdiction the work place is situated. Alternatively, excreta may be disposed off by putting a layer of night soil at the bottom of pucca tank prepared for the purpose and covering it with 6" layer of waste of refuse and then covering it up with a layer of earth for a fortnight (when it will turn into manure)
11. Provision of shelters during rest:- At every work place, there shall be provided free of cost two suitable sheds one for meals and the other for rest for the use of labourers. The height of the shelter shall not be less than 11 feet from the floor level to the lowest part of the roof.

12. Crèche:

- (a) At every work place at which more than 50 women workers are employed, there shall be provided only one hut for the use of children under the age of 6 years, belonging to such women and shall be used for infant's games and play and their bed room, the huts shall not be constructed on a lower standard than the following:-
- (i) Thatched roofs.
 - (ii) Mud floors and walls
 - (iii) Planks spaced over the mud floor and covered with matting.

The hut shall be provided with suitable and sufficient opening for light and ventilation. There shall be adequate provision for sweepers to keep the place clean. There shall be two days 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 and mothers of the children.

- (b) Where the number of women workers is more than 50 the contractor shall provide one hut and Dhai to look after the children of women workers.
- (c) The size of crèche shall vary according to the number of women workers.
- (d) The crèche shall be properly maintained and necessary equipment like toys etc shall be provided.

13. Canteen: A cooked food canteen on a moderate shall be provided for the benefit of workers whenever it is considered expedient.

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

1. Short Title- These regulations may be called 'The Odisha Public Works Department/Electricity Department Contractor's regulations.
2. Definitions- In these Regulations, unless otherwise expressed or indicated the following words and expression shall have the meaning hereto assigned to them respectively, that is to say :-
- (i) "Labour" mean workers employed by a contractor of the Odisha Public Works Department/Electricity Department directly or indirectly through a sub contractor or other person by an agent on his behalf.
 - (ii) "Fair Wages" means wages whether for the time or piece work prescribed by the State Public Works Department E.S. for the area in which the work is done.
 - (iii) "Contractor" shall include every person whether a sub contractor or headman or

agent employing labour on the work taken on contract.

(iv) "Wages" shall have the same meaning as defined in the payment of wages Act and include time and piece rate wages, if any.

3. Display of notices regarding wages:-

The contractor shall :-

(a) Before he commences his work on contract display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the work notice in English and in the local Indian language spoken by the majority of the worker's giving the rate of wage prescribed by the State Public Works Department/Electricity Department for the district which the work is done.

(b) Send a copy of such notices to the Engineer-in-charge of the work.

4. Payment of wages:-

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

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

5. Fixation of wage period:-

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

(ii) No wage period shall exceed one month.

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

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

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

6. Wage book and wages cards, etc.

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

(a) Rate of daily or monthly wages

(b) Nature of works on which employed

(c) Total number of days work during each wage period.

(d) Total amount payable for the work during each wage period.

(e) All deductions made from the wage 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 a wage card for each worker employed on the work.

3) The Executive Officer MUNICIPALITY Bargarh, may grant an exemption from the maintenance of wage bond, wage cards to a contractor who, in his opinion may not directly or indirectly employ more than 100 persons on the work.

7. Fines deduction which may be made from wages.

1) The wages of a worker shall be paid to him without any deduction of any kind except the following:-

(a) Fines

(b) Deduction for absence from duty; from the place or places where by the terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absent.

(c) Deduction for damage to or loss of good expressly entrusted to the employed person for custody or for loss of money for which he is required to account where such

damages or loss is directly attributable to his neglect or default.

(d) Any other deductions which the Odisha Government may from time to time allow.

2) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deduction.

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

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

8. Register of fines, etc.

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

2) The Contractor shall maintain a list in English and in the local Indian language, clearly defining acts and commissions for which penalty or fine can be imposed. It shall display such list and maintain it in a clean and legible condition in conspicuous places in the work.

9. Preservation of Register:-

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

10. Powers of Labour Welfare Officer to make investigation or enquiry.

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

11. Report of Labour Welfare Officer:-

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

12. 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 authorised may appeal against such decision to the Labour Commissioner within 30 days from the date of decision forwarding simultaneously a copy of his appeal to the EXECUTIVE OFFICER concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

13. Inspection of Registers

The contractor shall allow inspection of the wage book and wage cards to any of his/ her worker to his agent at convenient time and place after due notice is received or to the Labour Commissioner or any other person authorized by the Government of Odisha on his behalf.

14. Submission of return:- The contractor shall submit periodical returns as may be specified from time to time.

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

Clause:-34 The terms and conditions of the agreements have been read/ explained to me/us and I/we certify that I/we clearly understand them.

Schedule showing (approximately) materials to be supplied if available, the rates which they are to be charged for and the places at which are to be supplied.

Particulars	Rates at which the materials will be charged to the Contractor.		Place of Delivery
	Unit	Rs. P.	

Note:- The person or Firm submitted the tender should see that the rates in above schedule are filled up by the Engineer-in-charge on the issue of the form prior to the submission of the tender.

SPECIAL CONDITIONS

1. All materials required for giving profile will be arranged by the contractor at his own cost and responsibility.
2. Land required for borrow area, dumping yard & storage of materials will be arranged by the Contractor at his own cost and responsibility if departmental land is not available.
3. Dewatering if required, during execution will be done by the Contractor at his own cost and responsibility.
4. The length and section of reinforcement after it is put in position as per design will be measured for the purpose of payment excluding weight of binding wire.
5. Water for execution will be arranged by the Contractor at his own cost and responsibility.
6. Concrete should be vibrated with mechanical vibrator.
7. Shuttering materials (frame work) etc. should be returned to the department without any damage, if supplied by the department.
8. It must be definitely understood that the Government do not accept any responsibility for the correctness and completeness of the trial boring shown in the cross sections.
9. Cement shall be used by bags and weight of one bag of cement being taken as 50kg or weight of one cubic meter of cement to be taken as 14.30 quintals.
10. The contractor should have enough technically skilled persons for supervision of the work.
11. All borrow pits for earth work should be at least 30 feet away from the toe of the embankment.
12. The seat of embankment will be ploughed 6" deep before earth is put for which no extra payment will be made.
13. No claim whatsoever on account of interest will be entertained under any circumstances.
14. The work will be executed as per Odisha Detailed Standard Specifications and as per the instructions of Engineer-in-charge.
15. Borrowed earth approved by the Engineer-in-Charge should be used in the work.
16. The contractor will make his own cost for arrangements to watch the materials at site till the work is finally closed and handed over.
17. The contractor will remain responsible to arrange all mechanical means whenever required to complete the work in time at his own cost.

18. The quantities provided in the tender schedule are tentative and there is likelihood of variation during execution as directed by the Engineer-in-charge. Before starting the work, the initial levels will be taken for his acceptance. The final bill paid on level sections. Neither any claim nor any extra rate will be entertained for variation in quantities.
 19. The contractor shall engage local labourers on priority basis during execution of the work.
 20. No claim whatsoever will be entertained for a damage caused to the work during supply of water in .
 21. The contractor has to make good the damages cause to banks for carriage of materials at his own cost.
 22. If use of explosive is necessary for the purpose of blasting of rock required at any stage of the execution, the contractor is to obtain necessary area license from the District Authorities for use of explosives in the work site and issue of blasting materials will be allowed only on production of valid license by the contractor.
 23. Deduction towards settlement allowance of earthwork is as follows.
 - a. 20% before monsoon
 - b. 10% after one monsoon
 - c. Nil after two successive monsoons and or compaction & earthwork done under OMC condition.
 24. Whenever controversy will arise between Bill of quantities & technical specification, Bill of quantities will stand.
 25. Royalty for stone products, sand & moorum are to be recovered from the contractor's bill as follows

1) Stone Products	@ Rs 130/cum	Vide notification No 1167 dt. 31.08.04 of Dept of Steel & Mines, Odisha.
2) Sand	@ Rs 35/cum	
3) Moorum	@ Rs 35/cum	
- Statutory increase in the rate of royalty if any shall be reimbursed. On the other hand the same shall be recovered if there is decrease in rates.
26. As per amendment to rule-2 of OPWD code Vol-II, the successful bidder registered under other state government has to register under state PWD before signing the agreement.(As per the Works. Deptt. No.- 13281 dated 02.08.2007.)
 26. The empty cement bags @ Rs 3/- (Rupees three) only will be recovered from the work bill, if the cement will be supplied by the Department.

**TECHNICAL
SPECIFICATION**

1. CLEARANCE OF THE SITE AND EXCAVATIONS.

1.1. CLEARANCE OF THE SITE.

1.1.1. GENERAL:-

The work to be done under this section consists of furnishing all plants, labour and materials and performing all works necessary to carry out all clearing and grubbing operation as specified and or as directed by Engineer-in-Charge. The areas to be occupied by the dam / works(& structure) has to be cleared of all vegetations including all trees, bushes, stumps, roots, logs (buried or not) and other objectionable materials before starting of the work.

DISPOSAL:-

All stumps, roots, bushes, buried logs and other debris within the area required to be cleared and where grubbing is to be done, shall be burnt or otherwise completely removed from the site to the satisfaction of the Engineer-In-Charge. Disposal in the river bed and streams will not be permitted and no materials shall be piled where in the opinion of the Engineer-In-Charge it is liable to be foliated away by floods. Timber and fuel obtained in clearing shall be properly stacked at sites approved by the Engineer-In-Charge. Disposal by burning will be allowed only on specific sanction of the Engineer-In-Charge and shall be done under constant attendance until fires have been brunt out or have been extinguished to guard against spreading of fire. In absence of approved dumping yard the agency will has to arrange dumping yards for disposal of waste materials.

1.1.2 PAYMENTS:-

Clearing and grubbing in the performance of this contract will be considered for payment of the basis of the unit price per sqm. provided in the Schedule.

1.2. EXCAVATION:-

1.2.1. GENERAL:-

The work to be done under this section consists of bringing all plants, labour and materials and performing all works required to do all excavation and maintain the excavated slopes and prepare the foundations as directed by the Engineer-In-Charge. Excavation for the foundation of major structures shall be made up to sound firm rock, free from weathered materials, open seam and crevices, and shall be so shaped, cleaned and roughly stepped so as to produce the desired surface as directed by the Engineer-In-Charge. The excavation shall be open cut excavation which shall be made to the full dimensions and shall be finished to the prescribed lines and grades in a workman like manner, except that sharp points of undisturbed wedge rock will be permitted to extend within the prescribed lines by not more than 15 cms. The bottom and side slope of common excavation shall be made accurately to the dimensions shown in the drawings and prescribed by the Engineer-In-Charge. The surface so prepared shall be moistened with water and tamped or rolled with suitable tools or equipment for the purpose of roughly compacting them and forming foundations upon or against which the concrete/ masonry structure is to be placed.

If at any point in ordinary excavation, materials excavated beyond the lines required to receive the structure, the over excavation shall be filled with selected materials in layers not more than 15 cms thick, moistened, and thoroughly compacting by tamping or rolling. If at any point in common excavation the natural foundation materials is disturbed or loosened during excavation process or otherwise, it shall be removed and replaced with selected materials which shall be removed and replaced with selected materials which shall be thoroughly compacted. Where concrete/ masonry is to be placed upon or against rocks, and average minimum thickness are shown, the excavation shall be sufficient to provide for the minimum thickness of concrete/masonry is not indicated in the drawings, the excavation shall be made to the lines as prescribed by the Engineer-In-Charge. All necessary precautions shall be taken to preserve the materials below and beyond the lines of all excavations in the soundest condition. No blasting that might injure the work will be permitted and any damage done to the work by blasting, including the shattering of the materials beyond the required excavation lines, shall be repaired in a manner satisfactory to the Engineer-In-Charge. All cavities in rock excavation as determined by the Engineer-In-Charge or by removal of rock or other foundation materials needlessly damaged by blasting or other operations shall be filled solidly with concrete of the same mix as foundation concrete or as per direction of the Engineer-In-Charge.

After the excavation works have been completed to the approximate grade specified by the Engineer-In-Charge, all loose rock and other excavated materials shall be removed and the surface shall be cleaned with air and water jet under high pressure, for the purpose of inspection. If the foundation is found to be unsatisfactory, additional excavation shall be made as directed by the Engineer-In-

Charge and the surface again cleaned for inspection. The procedure shall be repeated until satisfactory foundation is reached.

1.2.2 CLASSIFICATION:-

The materials excavated shall be classified as below.

(i) COMMON EXCAVATION:-

(a) Excavation in all kinds of soil including D.I. Rock and Disposal:-

In the Foundation excavation, the item of excavation of all kinds of soil including D.I. rock will be encountered. These operations shall include the excavation of all kinds of soil and D.I. by manual labour including fine dressing and transportation of muck by either head load or by mechanical means, i.e. by transport vehicle like Truck, etc. or by both to the place of dumping.

(b) Soil and disintegrated rock excavated from the foundation will be dumped at the location within 1 km leads as directed by the Engineer-In-Charge. Excavated hard rock which has got reuse value should be stacked by the contractor at his own cost at a suitable place as directed by the Engineer-In-Charge.

(ii) EXCAVATION IN ALL KINDS OF ROCK AND DISPOSAL:-

The major portion of the excavation work will be excavated in all kinds of hard rock in the foundation pit. The rock encountered is very hard and formation will be jointed with softer layers in between. The volume of softer layers encountered in the joints will, however, be measured along with the hard rock and will be paid at the same rate.

Normally methods of excavation will be by use of explosive i.e. by blasting methods, however excavation by wedging, barring and chiseling and control blasting can be done if desired by the Engineer-In-Charge. The Contractor's rate shall include all necessary operations such as ordinary methods of blasting, wedging, barring, chiseling and controlled blasting, etc., besides loading and transportation to the dumping yard and unloading the same in a systematic manner. All the blasting debris are to be taken to the specified dumping yard within specified lead. It may not be possible for the transport vehicles to approach the point of excavation at all places. It may be necessary to carry blasted muck by head load up to the transport vehicles including a lead of 100 to 150 m or more. The Contractor's rate should include all such possibilities. No stacking of the blasted debris will be allowed within 300 m distance from the Dam base.

Normally methods of excavation will be by blasting with explosive, all operations, involving transportation, handling, storage and use of explosives for the blasting shall be conformed in accordance with the Indian explosives Act. The contractor shall engage licensed blasters for taking up the blasting operations in the work spot. The contractor shall take all necessary precautions for all accidents which may arise due to blasting. He should install portable magazines near the work site for carrying out day to day blasting operations.

(iii) LINE DRILLING AND BROACHING:-

Excavation in rock shall be progressed by systematic line drilling and broaching or by chiseling in locations specified by the Engineer-In-Charge.

1.2.3. BLASTING:-

Blasting shall be permitted only when proper precautions are taken for the protection of persons, work and property. Any damage done to the work or property by blasting shall be repaired immediately. Blasting may be done only to depth and extent approved by the Engineer-In-Charge with explosive of only approved quality and charge and at such location it may neither crack nor damage the rock outside the prescribed limits of excavations. Explosives shall be stored in a safe place at a sufficient distance from the works and under special care of a watch man so that in case of accidents, no damage occurs to the other parts of the works. All storing, handling, transport and use of explosives, detonators and the equipment there of shall be strictly in accordance with the Indian Explosive Act and the Explosive Rules-1940 and as amended from time to time.

Holes shall be drilled not exceeding two third of the depth of rock to be excavated from the elevation at which the hole is started. The holes shall not be larger than necessary to permit easy passage of whole sticks of explosives to the bottom of the holes. As the excavation approaches its final limits, the depth of holes shall be reduced progressively. When ever in the opinion of the Engineer-In-Charge further blasting may injure the rock upon or against which concrete is to be placed, the use of the explosives shall be discontinued and the excavation shall be completed by wedging, barring, chiseling, drilling or broaching or by other suitable methods.

Care should be taken to remove all loose slabs before masonry/concrete is placed for the dam. Rock bolting compared to excavation of rock may be useful at places in excavation of foundation. The Engineer-In-Charge will direct where to locate rock bolts and where to excavate by raring. Charging, tamping and firing of drilled holes shall be done by the foreman or by some licensed

person under his personal directions . Proper signals by siren or bugles shall be given before each operations of blasting. In charging of hole, the cartridge shall be inserted one at a time and each squeezed gently with wooden rod.

Metal or bamboo rods shall not be used for this purpose. The fuses shall be out in such a way that the firing of the holes can easily be counted unless electric firing is used. More number of holes shall not be fired at one time, that can not be easily counted in order that it may be determined definitely whether all the holes fired have discharged properly. If a misfire occurs, no one should approach the misfired hole until a safe time has elapsed. The inert materials placed above the charge of misfired hole shall be carefully removed and the hole flooded with water and be marked in distinguishing manner. A second adjacent hole not nearer than 23 cms shall then be drilled parallel to the misfired hole charged and fired and then the debris shall be searched thoroughly for unfired detonators and cartridges. This operation shall be continued until the misfired hole exploded. Special care shall be taken to keep the fuses dry and the explosives protected from the direct rays of the sun.

The final prepared foundation shall roughly present a saw tooth outline and shall have at least 50 % horizontal or nearly horizontal area to give resistance against sliding or as per direction.

1.3.0 DEWATERING:-

1.3.1 GENERAL

Dewatering shall be carried out as per approval of the Engineer-In-Charge to enable excavation, mucking, inspection, final preparation of the surface, providing anchor bars, grouting, laying of masonry, laying of concrete and allied constructional activities.

1.3.2 DEWATERING BY ELECTRICAL / DIESEL PUMPS :-

Electric / Diesel pumps (as approved by the Engineer-In-Charge) of requisite capacity shall be installed in order to handle seepage. In case of electric pumps, circuits shall be isolated from any other electric installation and the switch gears and pumping equipment shall be maintained in satisfactory condition to avoid loss of energy. If diesel pumps are used ; all cost of POL, running and maintenance shall be borne by the contractor deemed to have been included in the unit price of the particular item in the schedule of bid. Similarly the cost of electricity, running and maintenance of electric pumps, if used, shall have been included in the unit price for the particular item in the schedule of bid.

1.4.0. MEASUREMENT AND PAYMENT:-

1.4.1. GENERAL:-

The prices included in the schedule for the works required by this section shall be all inclusive constituting full compensation for mobilizing, demobilizing and supplying all equipment, materials, labour, supervision and all incidental work except for any item specifically exempted there from and for which in addition specific payment item has been included in the schedule.

1.4.2. COMMON EXCAVATION:-

Measurement for all works done should be on the level sections .Initial levels and final level will be taken at every 3 M square grid and the contractor shall accept such levels, either in the level book or graph sheets, or in both as directed by Engineer-In-Charge. If the contractor dumps the excavated materials in an irregular way or not conforming to the dumping specification, the department will withhold 20 % (of the rate) and the same can only be released after the contractor removes the materials to the proper place for dumping.

For the excavations done at the higher levels part rate of 90 % can be paid by the Engineer-In-Charge at his discretion and the contractor will have no objection to that. The same can be released after the work is completed up to the foundation grade. No allowance shall be made for over excavation beyond the specified minimum lines of excavation except where specifically authorized. No extra payment for any over breakage and subsequent repairs shall be payable and deemed to have been included in the applicable item of schedule of bid.

Payment for common excavation shall be made on the basis of the unit price entered for the particular items in the schedule.

1.4.3. ROCK EXCAVATION: -

Measurement for payment of medium hard rock and sheet rock excavation in open cut as required by this section shall be made of the total volume of rock in cubic meters contained, within the minimum lines for such excavation shown on the drawings or as specifically directed. The profile of the original rock surface, prior to excavation shall be established by taking levels on a 3 M square grid.

The final levels on finished surface shall similarly be taken on a 3 M square grid on concurrent points as that of initial grid. With these profiles, the rock excavation shall be worked out. In case of hard rock boulders made during excavation for which blasting is resorted to, the contractor is required to stack the blasted debris in closely packed stacks as directed by the Engineer-In-Charge and payment will be made for the solid quantity of rock calculated after deducting 40 % of stacked volume towards voids.

No allowance shall be made for over excavation beyond the minimum lines of excavation except where specifically authorized. No extra payment for any over breakage and subsequent repairs shall be payable and deemed to have been included in the applicable item of the schedule of bid.

If the contractor dumps the excavated rock in an irregular way or not conforming to the dumping specification, the department will withhold 20 % of the rate and the same can only be released after the contractor removes the materials to the proper place for dumping payment for rock excavation shall be made on the basis of the unit price entered for the particular item in the schedule.

1.4.4. DEWATERING: -

No payment will be made separately for de-watering is to be done at the contractor's cost and the rates for all items include the de-watering operation.

2.0.0. CEMENT CONCRETE:-

2.1.0. GENERAL :-

Concrete for the structure shall be composed of cement, sand, coarse aggregate, water and any other admixtures as specified all well mixed and brought to the proper consistency. Tests shall be carried out on the concrete at specified intervals during the progress of work and the mixes modified as necessary in order to consistently secure the required strength, workability, density and impermeability together with the maximum practicable economy. The water cement ratio for the concrete will be regulated by the requirements of strength, durability and workability. The concrete shall be of uniform consistency and quality throughout any pour and for similar parts of the same structure. However, the consistency and composition shall be such that the concrete can be worked into all corners and angles of the forms and that the concrete surrounds completely the reinforcement and embedded metal without causing any segregation of the ingredients or collecting any free water taking into account the type and capacity of vibrating equipment used.

The control of concrete is based, besides other factors on maintaining a fairly uniform slump at the point of placement and on holding the water cement ratio as closely as practicable to the standards determined for the purpose. Under no conditions shall the slump be greater than that required to provide proper placement and compaction of the fresh concrete within the forms.

The slump shall be measured in accordance with the standard methods prescribed in the Appendix – G of IS 456-1978 as revised from time to time.

The allowable slump of consistency shall be as directed. The consistency of the concrete shall be varied only by increasing or by decreasing the amount of cement based in each batch and not be any changes of the water cement ratio established for each class of concrete.

2.2.0. CONCRETE CLASSIFICATION:

Concrete classification is related to the specified 28 days compressive strength and shall conform with the requirements set out in Table-I there of. In case where approved pozzolana is used as part of replacement of cement, the pozzolana concrete shall be designed to attain the same 365 days strength as would be attained at the end of 365 days by a corresponding neat cement concrete.

A minimum of three test specimens shall be made for each 120 Cum of each class of concrete for a given age. There shall be at least three test specimens for each day of concreting even if only a few cum of the particular concrete is manufactured in a day.

The tests shall satisfy the following criteria.

- (i) The average strength of any three consecutive sample strength shall be greater than the specified strength.
- (ii) The over all coefficient of variations for any 10 consecutive sample strength shall be less than 0.15.
- (iii) Not more than 10 % of the specimen strengths shall be less than 85 % of the specified strength. Additional tests shall be carried out as and when directed.

TABLE-1

Grade of concrete	Compressive test strength in N/mm ² in 150 mm cube after mixing conducted in accordance with IS456-1978	
	Minimum at 7 days	Minimum at 28 days
M-10	7	10
M-15	10	15
M-20	13.50	20
M-25	17.00	25.00

NOTE :-

- 1) In all cases, the 28 days compressive strength specified in table shall alone be the criteria for acceptance or rejection of the concrete.
- 2) Where the strength of a concrete mix as indicated by tests lies in between the strengths for the two grade specified in the table, such concrete shall be classified for all purposes as concrete belonging to the lower of the two graded between which its strength lies.

2.3.0. CONCRETE MATERIALS:-

2.3.1. CEMENT:-

Cement shall unless otherwise specified be ordinary Portland cement / slag cement conforming to the relevant clauses of the IS:269 (third revision) as revised from time to time. Cement shall be used in approximately the same chronological order in which it is received from the factory.

Transportation unit and storage bins for bulk cement shall be weather proof and shall be constructed so that there is no dead storage.

Cement delivered in bags shall be transported under completely weather proof cover and stored in weather proof structures with an adequate provision for prevention of-absorption of moisture and stored in a manner permitting inspection and identification of each consignment.

Stacking height of bagged cement shall not exceeding three meters.

Cement that has been in storage for more than four months shall not be used without special instruction, testing and approval.

2.3.2. WATER:-

The water used shall be cleaned and free from injurious amount of deleterious substance such as but not limited to silt, sewage, oil, acid, alkali, alkali salts and organic matters.

SAND:-

The term sand is used to designate fine aggregate with maximum size of particles 4.75 mm. The sand used shall be of coarse category conforming to the relevant specification of the latest IS:515 and IS:383-1970 as revised form time to time. It shall be either natural river sand or manufactured stone sand or mixture of both in specified proportion. The sand shall be cleaned and gritty and composed of hard siliceous grains of a quality approved by the Engineer-In-Charge.It shall be free from injurious amount of clay, soft particles, flaky particles, vegetable or organic matter, mica and other deleterious substance and shall not contain any salts.

(i) NATURAL SAND :-

Natural Sand shall be obtained from an approved source. No sand affected by salty sea water shall be used . The sand shall be screened and thoroughly washed, preferably in flowing water so as to remove all earthy impurities and very small fines unless otherwise permitted by the Engineer-In-Charge.

Natural sand shall be reasonably free from laterite and other softer grains. Sand from all source showing appreciable percentage of these impurities shall be rejected.

The maximum percentage of deleterious substances in the natural sand as delivered to the mixture shall not exceed the following.

Deleterious Substance	Maximum permissible limit by weight
Materials finer than IS sieve No.8	3 %
Shale	1%
Coal and lignite	1%
Clay lumps	1%
Cinders and clinkers	0.50%
Alkali Mica and Coated grain (deleterious)	2%

NOTE:-

The sum of percentage of all deleterious substances shall not exceed 5 % by weight. The presence of mica in the fine aggregate will reduce the compressive strength of the concrete considerably. It is advisable to investigate the mica content of the fine aggregate and make suitable allowance for possible reduction of strength of concrete or mortar.

(ii) MANUFACTURED SAND:-

Where ever natural sand conforming to specification requirements is not likely to be available within economic reach, resource has to be taken to manufacture the stone sand of desired quality. The stone that will be used in crushing for getting fine aggregates shall conform in all respects to the stone specified for coarse aggregates.

The maximum percentage of deleterious substances in the manufactured sand as delivered to the mixture shall not exceed the following.

Deleterious Substance	Maximum permissible limits (by Weight)
Material passing IS Sieve No.8	3%
Coal and Lignite	1%
Clay Lumps	1%
Others	1%

NOTE:-

The sum of the percentage of all deleterious substance shall not exceed 5% by weight. The Natural and the manufactured sand should be protected from being contaminated with dust, organic matter or other deleterious substances and should be as per specification. If manufactured sand is not considered as per specification, the same may be out right rejected by the Engineer-in-Charge or the same may be allowed to be used after required treatment. Varying amount of moisture in fine aggregate contributes to lack of uniform and stable moisture content in the aggregate as batched. Dry sand is always be preferred.

The sand will be well graded and when tested by standard sieves shall conform to the following limits of gradation. The gradation shown in the table are indicative only. The best gradation may be determined by the Engineer-In-Charge after experiments and tests.

IS Sieve Size	Individual percentage retained	
	Natural Sand	Manufactured Sand
480	0-5	0-5
240	5-20	10-25
120	10-20	10-25
60	10-30	10-30
30	15-35	10-30
15	12-30	10-20
Pass	3-7	10-20
Maximum F.M.	3.10	3.25
Minimum F.M.	2.30	2.50

The grading of fine aggregates shall be so controlled that fineness module of at least nine out of ten sample of fine aggregate delivered to the maximum shall not vary more than 0.20 from the average of ten sample tested.

2.3.3. COARSE AGGREGATE:-

The term coarse aggregate is used to designate aggregate that is reasonable well graded ranging in size of particles form 4.75 mm to 150 mm or any size or range of sizes within such limits. The coarse aggregate shall conform to relevant specifications of latest IS:515 (for natural and manufactured aggregates) or of IS:383-1963 (for natural aggregates as revised form time to time) The aggregates shall be composed of clean, hard, durable pieces of stone, regular, rounded in shape obtained naturally or by crushing from suitable stone approved by the Engineer-In-Charge.

The coarse aggregate shall be free from objectionable quantity of weeds or other deleterious substances, the preparation of which in any size of coarse aggregates as delivered to the mixture shall not exceed the following values.

Permissible deleterious materials in manufacture of coarse aggregates

Deleterious substances	Maximum permissible limits (by weight)
Materials finer than IS Sieve No-8	1%
Coal and Lignite	1%
Clay lumps	1%
Total soft, friable elongated or laminated pieces.	3%

NOTE:-

Total of all deleterious materials shall not exceed 5 % by weight.

Permissible deleterious materials in natural coarse aggregate.

Deleterious substances	Maximum permissible Limit (By weight)
Materials finer than IS Sieve No-8	1%
Coal and Lignite	1%
Clay lumps	1%
Soft fragments	3%

NOTE :-

Total of deleterious materials shall not exceed 5 % by weight. The aggregate shall be resistant to chemical or physical changes such as cracking, swelling, softening, leaching or other chemical alteration after its incorporation in concrete.

(i) **CRUSHING AND GRADING: -**

The aggregate should be crushed and the different size of the coarse aggregates shall be separated into nominal sizes as follows.

Designation of Size	Nominal size of Range
20 mm (3/4") aggregate	4.75 mm to 20 mm (3/15" to 3/4")
40 mm (1 1/2 ") aggregate	20 mm to 40 mm (3/4" to 1 1/2")
80 mm (3") aggregate	40 mm to 80 mm (1 1/2 " to 3")
150 mm (6") aggregate	80 mm to 150 mm (3" to 6")

(ii) **STORAGE:-**

The coarse aggregate shall, if possible be stored in a shade or covered storage and arrangements made for sprinkling of water to ensure wetting of aggregates. Great care shall be taken in screening and stacking of the coarse aggregates, so as to avoid inter mixture of different grade materials and inclusion of any foreign materials. The stockpile should be built up in a horizontal or gently sloping layer. A hard base should be provided to prevent contamination from under line materials in storage areas in continual use. Overlap of different materials should be prevented with suitable walls or by an ample distance between storage piles. Sufficient storage of all grades shall be maintained so as to permit continuous placing of concrete.

The percentage of weight of the significant undersize shall be less than 5% when tested on the designated test screen having opening 5/6 times the normal minimum size of the materials. No over size (i.e. materials that would be retained on the designated test screens having opening 7/6 times the size of the materials) will be permitted. In addition to these requirement, coarse aggregates of all sizes shall further conform to the relevant IS:515-1959 or its latest revisions when tested for crushing, abrasion, soundness and water absorption of coarse aggregates. Use of aggregates containing excessive amount of zeolites, secondary minerals and such other components which cause reactivity of the aggregates and consequent reduction in durability in concrete is prohibited. The Engineer-In-Charge may, how ever, allow use of such materials either in part or in full keeping in view the extent of reactivity , location , the nature of exposure and the structure.

ADMIXTURES:-

Admixtures such as pozzolonas, wetting agents, air entering agents etc. shall be used only specific authorization and where ever so permitted the proportions and method of use shall be as directed by the Engineer-in-charges . Materials permitted as admixtures shall have established merit for improving any specific quality of the concrete without having any deleterious effects.

2.4.0. MANUFACTURES OF CONCRETE:-

Production of aggregate include quarrying of the raw materials and processing viz. transporting, crushing ,screening and washing .Water used for washing aggregates shall be free from alkali, salts and other impurities . No foreign matter shall be allowed to mixed up with the aggregates .

The concrete ingredient shall be mixed thoroughly in concrete mixer, which are so designed as to ensure uniform distribution of all the component materials throughout the mass at the end of the mixing period.

2.5.0. TEMPERATURE OF CONCRETE AND WEATHER CONDITIONS

The temperature of concrete at the time of placement shall not exceed 32^o C. When conditions are such that the concrete can not be placed at the required temperature, where every necessary, exposed surface of fresh or green concrete shall be adequately shaded from the direct rays of the sun and protected against premature setting or drying by curing under continuous fine spray or water.

2.6.0. TRANSPORTING CONCRETE:-

(i) Concrete shall be transported from the mixer to the placing position as rapidly as practicable by methods that will prevent segregation or loss of ingredients or slump loss in excess of 25 mm or a loss in air content of more than 1% before the concrete is placed in the works.

(ii) Chutes used for conveying concrete shall be of such size and shape as to ensure a steady uniform flow of concrete in compact mass without separation or loss of ingredients and shall be protected from wind and sun where necessary to protect loss of slump by evaporation and shall be furnished with the discharge hopper. The free or drop of concrete shall be limited to 150 cms. The chute sections shall be made of, or lined with metal and all runs shall have approximately the same slopes not flatter than one vertical to 2.5 horizontal. The required consistency of the concrete shall not be changed in order to facilitate cutting. However, if it becomes necessary to change the constituency, the concrete mix shall be completely redesigned. Where ever there is a free fall within the conveying system, suitable baffle plates, splashing or loss of ingredients when ever it is necessary to hold the discharge end of the chute more than three meters above the level of the fresh concrete, a flexible down spout shall be used to break the fall and confine the flow. The lower end of the spot shall be held close to the place of deposit. Where ever depositing is intermittent, a discharging hopper shall be provided. All chutes shall be thoroughly cleaned before and after each run. All wash water and debris shall be wasted out side the forms.

(iii) Equipment used for transporting concrete from the mixer to the forms shall be maintained free from deposits of still concrete and leakage of mortar. Batch containers, transit mixers, chutes, concrete pumps, pipe lines and discharge hoppers shall be thoroughly cleaned after each run and wash water and debris wasted outside the forms.

2.7.0. PREPARATION FOR PLACIGN CONCRETE:-

2.7.1. Concrete shall not be placed until all form work required is completed, embedded parts, if any installed and checked and surfaces prepared for placing. No concrete shall be deposited until the foundation has been inspected and approved.

All surface or forms and embedded materials that have become encrusted with dried mortar or grout from concrete previously placed shall be cleaned of all such mortar or grout before the surrounding or adjacent concrete is placed.

2.7.2. Immediately before placing concrete, all surfaces of foundation upon or against which the concrete is to be placed, shall be free from standing water, mud and debris. All surfaces of rock upon or against which concrete is to be placed shall, in addition to the fore going requirements be cleaned and free from oil, lubricant, objectionable coatings and loose semi batched or unsound fragment a surface of absorptive foundations upon or against which concrete is to be placed shall be moistened thoroughly and kept sufficiently wet for at least 24 hours immediately prior to placing so that moisture will not be drawn form the freshly placed concrete. The cleaning and roughening of the surfaces of the rock shall be performed by the use of high velocity air water jets, wet sand blasting, stiff booms, picks or by other effective means. Washing and scrubbing process shall be continued until the wash water collected in puddles is clear and free from dirt. In the final cleaning process, the wash water may have to be removed by sponges. If any drilled hole is left in the foundation surface which is no longer needed, the hole shall be cleaned with air water jetting and filled up completely with cement slurry.

2.7.3. Concrete / Masonry surfaces upon or against which concrete is to be placed and to which the new concrete is to be adhered and that it has become so rigid that the new concrete can not be incorporated by near vibration integrally with that previously placed are defined as construction joints. The surfaces of construction joint shall be clean, rough and damp but free from standing pools of water receiving the next lift. Clean up shall comprise of removal of all laitance, loose or defective concrete,

castings, sand, sealing compounds if used and other foreign materials, if necessary by scrapping, chipping or by other suitable means.

The surface of construction joints shall be cleaned by use of a high pressure water jet or wet sand blasting and then washed thoroughly. The water jetting, sand blasting and washing shall be performed at the last opportunity prior to the placing of concrete.

2.8.0. PLACING AND COMPACTING CONCRETE:-

2.8.1. After the surfaces have been cleaned and dampened as specified, surfaces or rock and construction joints shall be covered. Wherever practicable with a layer of mortar approximately 15 mm to 20 mm thick. The mortar will have the same proportions of water, air entraining agent, cement and fine aggregate as the concrete mixture which is to be placed upon it. The water cement ratio have the same proportions of water, air entraining agent, cement and fine aggregate as the concrete mixture which is to be placed upon it. The water cement ratio of the mortar in place shall not exceed that of the concrete to be placed upon it, and the consistency of the mortar shall be suitable for being spread uniformly and worked thoroughly into all irregularities of the surface.

2.8.2. So far as it is practicable, concrete shall be placed directly in its final position and shall not be caused to flow in a manner to permit or cause segregation. Methods and equipment employed in placing concrete will ensure that aggregate is not separated from the concrete.

2.8.3. in placing mass concrete in a lift successive batching of concrete shall be placed in a systematic arrangement in order to avoid long exposure of parts of the live surface of a concrete layer. In mass concrete placement, delay may occur resulting in cold joints within a lift. When placement is resumed while concrete is so green and therefore capable of ready bonding that it can be dug out with a hand pick, the usual contraction joint treatment will not be required if the surfaces area kept moist and the concrete placed against the surface is thoroughly and systematically vibrated over the entire area adjacent to the older concrete. If the delay is short enough to permit penetration of the vibration into the lower layer during routine vibration of successive layers, the vibration will assure necessary bonding.

If from any cause, the working surface is left exposed until it has hardened to a considerable extent, it shall be left to set and cure for not less than 56 hours or longer if necessary until a strength greater than 35.2 kg/Cm^2 (500Psi) has been attained, before completing the left. The surface thus, interrupted shall be given a thorough clean up as for normal lift joint surface and the work shall be commenced with a mortar layer as specified. In placing mass concrete, the exposed area of fresh concrete shall be maintained at the practical minimum by first building up the concrete shall be maintained at the practical minimum by first building up the concrete in successive approximately horizontal layers to the full width of the block and to full height of the lift over a restricted area at the down stream in similar progressive stages to the full area. The slope formed by the unconfined upstream edges of the successive layers of concrete shall be kept as steep as practicable in order to keep its area minimum. Concrete along these edges shall not be vibrated until adjacent concrete in the layer is placed, except that it shall be vibrated immediately when weather conditions are such that the concrete will harden to an extent the layer vibration may not fully consolidated and integrate it with more recently placed adjacent concrete.

Retampering of concrete shall not be permitted. Any concrete which has become so stiff that proper placing without re tampering can not be ensured shall be wasted. In formed structural work concrete placements shall generally be started with an over-sanded mix containing 20 mm maximum size aggregate and an extra sack of cement per cubic meter and having a 125 mm slump placed several centimeters deep on the joints at the bottom of the form, concrete placement shall commence immediately thereafter.

2.8.4. If concrete is placed monolithically around opening having vertical dimensions greater than 0.6 meter or if concrete in decks, floor slabs, beams girders, or other similar parts of a structure is placed monolithically with supporting concrete, the following instructions shall be strictly observed.

- (i) Placing of concrete shall be delayed not less than one hour for more than three hours at the top of opening and at the bottom of fillets under decks, floor slabs, beams, girders or other similar parts of structure.
- (ii) The last 0.6 meter or more of concrete placed immediately before the delay shall be placed with as low slump as practicable and shall be thoroughly compacted.
- (iii) The surfaces of concrete where delays are made shall be clean and free from loose end foreign materials when concrete placing is started after the delay.
- (iv) Concrete placed over opening and in decks, floors, beams, girders and other similar parts of structures shall be placed with as low slump as practicable.
- (v) Concrete shall be compacted to maximum practicable density, in such a manner that is free from pockets of coarse aggregate and is in intimate contact with surface of forms and

embedded materials. Unless otherwise permitted, all concrete shall be compacted by mechanical vibrator.

- (vi) Compaction of concrete shall wherever practicable be carried out by the use of immersion type vibrations. Concrete vibrators having vibrating heads of 100 millimeter or more in diameter shall be operated at speeds of at least 6000 revolutions per minute when immersed in the concrete. Vibrators having vibrating heads less than 100mm. in diameter shall be operated at speed of at least 7000 revolutions per minute in the concrete. Normally, form work shall be designed to provide for the insertion and operation of mechanical vibrators in the placed concrete. Form vibrators shall be used wherever internal vibration is not possible or would be inadequate in compacting each layer of concrete, the vibrator shall be operated in as near vertical position and the vibrating head shall be allowed to penetrate and revibrate the concrete in the upper portion of the under laying layer. In the area where newly placed concrete in each layer joins previously. Placed concrete more vibration than usual shall be performed , the vibrator penetrating deeply at close intervals along the contacts. Layers of concrete shall not be place until layers previously placed have been vibrated thoroughly as specified. Contact of the vibrating head with surface of the forms shall be avoided.
- (vii) During placing and until curing is completed, the concrete shall be protected against the harmful effect of exposure to sunlight, wind and rain as directed.

2.9.0. FORM WORK:-

2.9.1. GENERAL :-

- (i) Forms shall be used wherever necessary to continue the concrete and shape it to the required lines, or to ensure against contamination of the concrete by excavations or other features of the work. All exposed concrete surfaces having slopes of 2 horizontal to 1 vertical or greater shall be formed.
- (ii) Form work may be of timber , steel or precast concrete panels or such other suitable materials or combination of such materials. Form work shall be substantially and rigidly constructed to the shapes lines and dimensions required, efficiently propped and braced to prevent deformation due to placing, vibrating and compacting concrete, other incidental loads or to the effect of weather. If settlement or deflection of forms under the load of fresh concrete is to be expected, allowance should be made in the original construction of the forms of that the finished lines and dimensions of the structure are in accordance with those specified on the drawings
- (iii) The surfaces of form work shall be made to produce surface finishes as specified and form work joints be tight enough to prevent loss of liquid form concrete. Joints between the form work and existing concrete structures shall also be "grout tight". Form work shall be arranged to facilitate easing and removing of the various parts in correct sequence without jarring or damaging the concrete. Temporary opening shall be provided at all points necessary in the forms of facilitate clearing and inspection immediately before the placing of the concrete.
- (iv) Forms shall overlap the hardened concrete in the lift previously placed by not more than 75 mm and shall be tightened against the hardened concrete so that when concrete placement is resumed, the form will not spread and allow loss of mortar at construction joints. Additional blots or form ties shall be used as necessary to hold forms tight against hardened concrete. Particular attention shall be paid in setting and tightening the forms for construction joints so as to get a smooth joint free form sharp deviations or projections.
- (v) Moulding strips shall be placed in the corners of forms so as to produce chamfered edges as required on permanently exposed concrete surface.

2.9.2. MATERIALS TO BE USED :-

- (i) Materials used for form sheathing and lining shall conform with the following requirements:-

Required finish.	Timber sheathing or lining	Steel sheathing or lining .
F1	Any type and grade meeting the dimensional requirements of surface finish except that metal forms shall be used on surfaces of internal traverse and longitudinal joints.	Steel sheathing permitted steel lining permitted except on surface of internal transverse and longitudinal joint where steel sheathing is required.
F2	Common grade timber or ply sheathing or lining.	Steel sheathing permitted steel lining permitted if strongly supported.

Steel sheathing denotes steel sheets not supported by a backing of timber boards.

Steel lining denotes steel sheets supported by a backing of timber boards.

(ii) Timber sheathing or lining shall be of such kind of quality or shall be so treated or coated that there will be no chemical deterioration or discoloration of the formed concrete surfaces. The type and condition of forms sheathing and lining and the ability of forms to withstand distortion caused by placement and vibration of the concrete and the workmanship used in the form construction shall be such that the formed surfaces will conform with applicable requirement of this specification pertaining to finish of formed surfaces.

Forms for concrete surfaces required to receive F2 finish shall be constructed so as to produce uniform and consistent texture and pattern on the concrete faces. Metal patches on forms for these faces will not be permitted. The form sheathing or lining shall be so placed that all horizontal form marks are continuous across the entire surface. Where finish Fw is specified the sheathing or lining shall be placed so that the joint marks on the concrete surfaces will be in general alignment both horizontally and vertically and the form sheathing materials used for such surfaces shall be restricted on one type in any one major feature of the work.

(iii) Embedded ties for holding forms shall remain embedded and except where F1 finish is permitted, shall terminate not less than two diameters or twice the minimum dimension of the tie or ten millimeter, whichever is greater, i.e. from the formed faces of the concrete. Where F1 finish is permitted, ties may be cut off flushed with formed surface.

The ties shall be constructed so that removal of the ends or end fasteners can be accomplished without causing appreciable spalling, at the faces of the concrete. Recesses resulting from removal of the ends of the form ties shall be filled in accordance with the provisions of section of repair of concrete.

2.9.3. CLEANING AND TREATMENT OF FORMS :-

At the time concrete is placed in the forms the surface of the forms shall be free from encrustations of mortar grout or other foreign materials. Before concrete is placed, the surfaces of the forms designated to produce F1, F2 finishes shall be oiled with a commercial form oil that will effectively prevent sticking and will not stain the concrete surfaces. For timber forms, form oil shall consist of refined mineral oil suitable compounded with one or more ingredients which are appropriate for the purpose.

Care shall be taken to keep form oil out of contact with reinforcement.

2.9.4. REMOVAL OF FORMS :-

(i) Except as otherwise provided in this Sub-clause, form shall be removed as soon as the concrete has hardened sufficiently to prevent damage by careful form removal thus facilitating satisfactory progress with specified curing and earliest practicable repair of surface imperfections.

(ii) Forms on upper slopping faces of concrete, such as forms on the water sides of wrapped transitions shall be removed as soon as the concrete has attained sufficient stiffness to prevent sagging. Any needed repairs or treatment required on such slopping surfaces shall be performed at once and be followed immediately by the specified curing.

(iii) In order to avoid excessive stresses in the concrete that might result from swelling of the forms, timber forms for wall opening shall be loosened as soon as this can be accomplished without damage to the concrete.

(iv) Subject to approval, forms on concrete surface close to excavated rock surface may be left in place provided that the distance between the concrete surface and the rock is less than 400 mm. And that the forms are not exposed to view after completion of the work

(v) Forms shall be removed with care so as to avoid injury to the concrete. Any concrete damage informs removal shall be repaired in accordance with the provisions of section of repair of concrete.

(vi) The minimum intervals of time as per IS:456-1978 will generally be allowed when using ordinary Portland cement between placing concrete and striking form work but the period shall be modified in case of wet weather and also at the option of the Engineer-In-Charge.

2.10.0. FINISHED AND FINISHING OF CONCRETE SURFACE:-

2.10.1.

(i) Allowable deviations from plumb or level and from the alignment, profile, grades and dimensions shown on the drawings are defined as "tolerance" and are to be distinguished from the irregularities in finish as described herein. The tolerance in concrete construction are specified in the particular section.

- (ii) The classes of finish and requirements for finishing of concrete surface shall be as shown in the drawing or as herein after specified. In the event of finishing not being definitely specified herein or on the drawings the finish to be used shall be as directed. Finishing of concrete surfaces shall be performed only by skilled workmen. Concrete surfaces will be tested where necessary to determine whether surface irregularities are within the limits hereinafter specified.
- (iii) Surface irregularities are classified as “abrupt” or “gradual” offset caused by displaced or misplaced form sheathing or lining or from sections or by loose knots or otherwise- defective form timber will be considered as abrupt irregularities and will be tested by use of template, consisting of a straight edge or the equivalent thereof for curved surface. The length of the template will be one and half meters for testing of formed surface and three meters for testing unformed surfaces.
- (iv) The classes of finishes for formed concrete surfaces are designated by one of the symbols F1,F2, F3 and F4 Bag rubbing or sand ballasting will not be required on formed surfaces. Grouting will not be required on formed surfaces other than that necessary for the repair of surface imperfections. Unless otherwise specified or indicated on the drawings, the classes of finish which will apply are as follows:

(a) FINISH F1 :-

This finish applies to surfaces where roughness is not objectionable, such as those upon or against which fill materials masonry or concrete will be placed, i.e. the upstream face of the structure that will otherwise be permanently concealed. The surface treatment shall be repair of defective concrete, correction of depressions, deeper than 25 mm and filling of tie rod holes. Form sheathing shall not leak mortar when the concrete is vibrated. Forms may be build with a minimum of refinement

(b) FINISH F2 :-

The finish is required on the permanently exposed surfaces for which other finishes are not specified, such as in outlet works and open spillways, bridges and retaining wall not prominently exposed to public view and in the galleries and audits in the structure except where F1 finishes are permitted. Forms shall be built in a workman like manner to the required dimensions and alignment, without conspicuous off-sets or bulge. Surface irregularities will be measured from a 1.5m template

2.10.2 Uniformed surfaces which are nominally level shall be sloped for drainage as shown on the drawings or as directed. Unless the use of other slopes or level surface is indicated on the drawings, narrow surface such as tops of parapets, tops of wall and kerbs shall be sloped approximately one per 30 cm of width, broader surface such as roadways, platform and decks, shall be sloped approximately half centimeter for 30 cm of width.

2.11.0. REPAIRS of CONCRETE :-

Repairs of concrete shall be performed by skilled workers & at the expense of the agency before final acceptance of the work

Government of Odisha
Works Department
Office memorandum

Sub: Codal provisions regarding e-procurement

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

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

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

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

- 11.1 Application Administrator (NIC & State Procurement Cell)
 - I Master Management
 - ii Nodal Officer Creation
 - iii Report Generation
 - iv Transfer of Officer's login ID
 - v Blocking & unblocking of officer's login ID

 - 11.2 Nodal Officer (At organization level not below the Superintending Engineer or equivalent rank)
 - I Creation of User
 - ii Role Assignment
 - iii Report Generation
 - iv Transfer of Officer's login ID
 - v Blocking & unblocking of officer's login ID

 - 11.3 Procurement Officer-Publisher (Officer having tender inviting power at any level)
 - I Publishing of Tender
 - ii Publishing of Corrigendum/addendum/cancellation of Tender
 - iii Bid Clarification
 - iv Uploading of Pre-Bid Minutes.
 - v Report generation.

 - 11.4 Procurement Officer-Administrator (Generally Sub-ordinate Officer to Officer invitingtender)
 - I Creation of Tender
 - ii Creation of Corrigendum/ addendum/ cabcekkatuib if Tender
 - iii Report generation.

 - 11.5 Procurement Officer-Opener (Generally Sub-Ordinate Officer to Officer Inviting Tender).

 - 11.6 Procurement officer Evaluator(Generally Sub-Ordinate Officer to Officer Inviting Tender)(General Sub- ordinate officer to officer inviting tender)Evaluating Bid.

 - 11.7 Procurement Officer-Auditor(Procurement Officer Publisher and/ or Accounts Officer/ Finance Officer).
12. NOTICE INVITING BID (NIB) Or INVITATION FOR BID (IFB)
- 12.1 The Notice Inviting Bids (NIB) and Bid documents etc, shall be in the Standard formats as applicable to conventional Bids and will be finalized / approved by the officers competent as in the case of conventional Bids.
- 12.2 The Officer competent to publish NIB in case of conventional Bids will host the NIB in portal. Simultaneously, a notification should also be published in the newspapers, as per existing rules preferably, in the following format, to effect economy :-
- Government of Odisha “e” procurement Notice
- Bid Identification No.....
- 1. Name of the work.....
 - 2. Estimated cost Rs.....
 - 3. Period of completion.....
 - 4. Date & time of availability of bids document in the portal.....
 - 5. Last date / Time for receipt of bids in the portal.....
 - 6. Name and address of the O.I.T.
- 12.2 The tender document published by the Tender Inviting Officer (Procurement Officer Publisher)in the website <https://tendersodisha.gov.in> will appear in the “Latest Active Tender”

The Bidders/ Guest Users can download the bid documents only after the due date & time of sale. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Notice inviting Bid' after which the same will be removed from the list of "Latest Active Tenders".

13. ISSUE OF ADDENDA/ CORRIGENDA/ CANCELLATION NOTICE

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

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

14-CREATION AND DPUBLISHING OF BID

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

14.2 The tender documents comprise the notice inviting tender, bid document/ SBD, drawings in PDF format the schedule of quantities/ BoQ in Xls. Format to be uploaded by the Officer inviting Tender.

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

i. **BASIC DETAILS**

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

a. **For Single Cover/ Packet:**

Sl.No.	Cover Type	Document Description	Type
01	Fee/prequel/Technical/Finance	Tender Cost, EMD, GSTIN, PAN contractor RC	.Pdf
		Affidavits, undertakings and any other document as per SBD/DTCN	.Pdf
		BoQ	.Xls

b. **For Two Cover/ Packet:**

Sl.No.	Cover Type	Document Description	Type
01	Fee/prequel/Technical/Finance	Tender Cost, EMD, GSTIN, PAN contractor RC	.Pdf
		Affidavits, undertakings and any other document as per SBD/DTCN	.Pdf
02		BoQ	.Xls
		Special condition if any specifically mentioned by officer Inviting Tender	.Pdf

TENDER DPCI,EMT: The procurement Officer Administrator should upload the NIT in .pdf format.

iv. **WORK ITEM DETAILS:**

V. **FEE DETAILS:** The procurement Officer Administrator should mention the cost of tender paper and EMD amount as laid down in DTCN/SBD.

vi. **CRITICAL DATES:** The procurement Officer Administrator should mention the Critical dates of tender such as publishing date document download start date & end date, seek clarification start date & end date (Optional) bid submission start date & closing date, bid opening date per DTCN/SBD.

vii. **BID OPENER SELECTION:** The procurement Officer creator can select two/ three/ four bid openers for a particular bid. If required the bid openers can also be selected within a organization from other procurement units (Circles/ Divisions).

viii. **WORK ITEM DOCUMENT:** The procurement Officer Administrator should upload the digitally signed tender document (SBD/DTCN) or any other addition document/drawings in .pdf format and Bill of Quantities in .xls format.

ix. **PUBLISHING OF TENDER :** The procurement Officer Publisher shall publish the tender using his/her DSC after detail scrutiny of the fields created and documents uploaded by the Procurement Officer Administrator. Procurement Officer Publisher can publish tenders for multiple DSCs procured for each post separately. After being relieved from the additional charges he has to surrender the additional DSCs to the Nodal Officer of the concerned organization.

14. **PARTICIPATION IN BID**

PORTAL REGISTRATION: The Contractor/ Bidder intending to participate in the bid is required to register in the portal using his/her active personal/ official e-mail ID as his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID . He/She has to submit the relevant information as asked for about the firm/ contractor. The portal registration of the bidder/ firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/ documents such as (i) PAN and (ii) Registration Certificate (RC)/ VAT Clearance Certificate (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/VAT Clearance. Any change of information by the bidder is to be reauthenticated by the State Procurement Cell. After successful authentication bidder can participate in the online bidding process.

15.1. Bidders participating through Joint Venture shall declare the authorised 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 authorised signatory is used in the portal.

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

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

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

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

15.5 **PREPARATION OF BID**

15.5.1 The bids may consist of general arrangements drawings or typical or any other drawings relevant to the work for which bid has been invited. Bidder may download these drawings and

takeout print for detail study and preparation of his bid. Any other drawings and documents pertaining to the works available with the Officer Inviting. The bid will be open for inspection by the bidders.

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

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

15.6.1 The bidders shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data. The bidder shall scan all the written/printed pages of the bid security and up load the same in portable document format (PDF) to the system in designated place of the technical BID. Furnishing scanned copy of such document is mandatory otherwise his/her bid shall be declared as not-responsive and liable for rejection.

15.6.2 The EMD or Bid Security payable along with the bid is 1% of the estimated contract value (ECV) or as mentioned in the bid document. The validity period of the EMD or Bid Security shall be as mentioned in the bid document. Any bid not accompanied by an acceptable Bid security shall be retained till such time the successful bidder furnishes Initial Security Deposit (ISD) or Performance Security acceptable to the Officer Inviting the Bid. Failure of the success Bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security. The Bid security in the form of FD/ BG shall be from nationalized bank valid for a period of 45 days beyond the validity of the bid. Bid security in other form is acceptable if the bid documents provides for it.

15.6.3 The Fixed Deposit / Bank Guarantee or any other form as mentioned in detailed tender call notice in respect of Earnest Money Deposit/ Bid Security and the Bank Draft in respect of cost of Bid are to be scanned and up loaded in portable document format (PDF) along with the bid.

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

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

15.6.6 Government of Odisha has been actively considering integrating e-payment gateway in to the portal for payment of Cost of Bid and bid Security/ Earnest Money Deposit. The process of using e-payment gateway shall be issued separately after it is established.

16. SUBMISSION OF BID

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

16.2 Bidders are to submit only the original BoQ (in .xls format) e-procurement Officer Publisher (Officer Inviting Tender) after entering the relevant fields without any alteration/ deletion/ modification. Multiple BoQ submission by bidder shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than zero value in the specified cells without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.

16.3. The bidder shall upload the scanned copy/ copies of document in support of eligibility criteria and qualification information in prescribed format in Portable Document Format (PDF) to the portal in the designated location of Technical Bid.

16.4 The bidder shall write his/her name in the space provided in the specified location in the Protected Bill of Quantities (BoQ) published by the Officer Inviting Tender. The bidder shall type rates in figure only in the rate column of respective item(s) without any blank cell in the rate column in case of item rate tender and type percentage excess or less up to two decimal place only in case of percentage rate tender.

16.5 The bidder shall log on to the portal with his/her DSC and move to the desired tender for uploading the documents in appropriate place on by one simultaneously checking the documents.

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

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

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

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

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

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

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

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

16.5.9 The bidder will not be able to submit his/her bid after expiry of the date and time of submission of bid (server time). The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer Inviting the Bid.

16.6. **SIGNING OF BID:** The online bidder shall digitally sign on all statements, documents, certificates uploaded by him/her, owning responsibility or their correctness / authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false/ fabricated/ bogus, his/her EMD/Bid Security shall stand forfeited & his/her registration in the portal shall be blocked and the bidder is liable to be blacklisted.

17. **SECURITY OF BID SUBMISSION:**

17.1 All bid uploaded by the Bidder to the portal will be encrypted.

17.2 The encrypted Bid can only be decrypted/ opened by the authorised openers on or after the due date and time.

18. **RESUBMISSION AND DWITHDRAWAL OF BIDS:**

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

19. **OPENING OF THE BID:**

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

20. **EVALUATION OF BIDS.**

- 20.1 All the opened bids shall be downloaded and printed for taking up evaluation. The officer authorised to open the tender shall sign and number on each page of the documents downloaded and furnish a certificate that the documents as available in the portal containing—nos. of pages
- 20.2 The bidder may be asked in writing/ online (in their registered e-mail ids) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. The Officer Inviting Tender may ask for any other document of historical nature during Technical Evaluation of the tender provided in all such cases, furnishing of any documents may render the bid non-responsive. The authority inviting bid may reserve the right to accept any additional document.
- 20.3 The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.
- 20.4 The Technical Evaluation of all the bids shall be carried out as per information furnished by Bidders.
- 20.5 The Procurement officer-Evaluators: evaluate bid and finalize list of responsive bidders.
- 20.6 The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officer-Openers shall log on to the system in sequence and open the financial bids.
- 20.6.1 The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorised representative who wish to be present.

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

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

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

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

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

21. **NEGOTIATION OF BIDS.**

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

22. **NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:**

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

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

23. **BLOCKING OF PROTAL REGISTRATION:**

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

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

23.3 The Officer Inviting Tender shall make due inquiry and issue show cause notice to the concerned contractor who in turn shall furnish his rely, if any, within a fortnight from the date of issue of show cause notice. Thereafter the Officer Inviting Tender is required to issue an intimation to the defaulting bidder about his unsatisfactory reply and recommend to the Chief manager (Tech.) for blocking of portal registration within 10 days of intimation to the defaulting bidder regarding his unsatisfactory reply with intimation to the Registering Authority and concerned Chief Engineer/ Heads of Office if any of the following provisions are violated.

23.3.1 Fails to furnish original Technical/ Financial (Tender Paper Cost, EMD/BID Security) instruments.

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

23.3.3 Fails to execute the agreement within the stipulated date.

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

24. GUIDELINES FOR UNBLOCKING OF PORTAL REGISTRATION:

24.1 UNBLOCKING OF PORTAL REGISTRATION :

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

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

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

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

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

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

1. These amendments shall take effect from the date of issue of the order.
2. This amendment is an addition to the existing provision and will be placed below Appendix-IC to OPWD Code, Vol-II.
3. Accordingly Office memorandum no.1027, dated/- 24.01.2009 stands modified.
4. This has been concurred in by the Finance Department vide their U.O.R. No.03-WF-I, dated/- 04.01.2013.

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