



OFFICE OF THE DISTRICT PROJECT COORDINATOR,
SAMAGRA SIKSHA, KANDHAMAL.

E-mail: dpckandhssa.oepa@nic.in
At: Main Road, Po: Phulbani, Dist: Kandhamal, 762001



No. 2658 /Estt/21
File No. I-14/2021

Dated 20/09/21

To

The Director, I & P.R.Deptt,
Lok Sampark Bhawan, Bhubaneswar
Email:-ipr.advt@gmail.com / iprenews@gmail.com

Sub: Publication of advertisement.

Ref: Letter No.3324/IPR., BBSR Dated 15.03.2021 of the Commisioner-cum-Secretary to Govt. Information & Public Relations Department, Govt. of Odisha.

Sir,

Please find the specimen copy of the advertisement for publication of the same in two nos. of daily news paper & one English daily news paper(one time) by 22.09.2021.

This is for favour of your kind information and necessary action.

Yours faithfully,


District Project Coordinator,
Samagra Siksha, Kandhamal

Memo No. 2659 // Dt. 20/09/21

Copy forwarded to DI & PRO, Kandhamal for information and necessary action. He is requested intimate this office name of the newspapers in which the advertisement published for record of this office.

Copy to the DIO, NIC, Kandhamal for information with request to publish the same along with the enclosures (enclosed herewith) in the district website.


District Project Coordinator,
Samagra Siksha, Kandhamal



DISTRICT PROJECT OFFICE
SAMAGRA SHIKSHA, KANDHAMAL
E-Mail: dpcssakandhamal@gmail.com, Ph.06842-255480
BID IDENTIFICATION NO – DPC (K)-01/2021-22

Letter No-2661 Date- 20.09.2021

RETENDER CALL NOTICE

The District Project Office, Samagra Shiksha, Kandhamal Phulbani on behalf of Government of Odisha invites Retender of Percentage rate bids in double cover system only in "ON LINE" mode for works detailed in the table only "B" & "A" Class & above class Contractors registered with the State Government and contractors of equivalent Grade/Class registered with Central Government /M.E.S/ Railways for execution of civil works on production of definite proof from the appropriate authority. The bidders may submit bids as per the details of terms & conditions of the Tender Document.

Terms & Conditions:

1. **Availability of Tender Papers:** The Tender document can be downloaded from the official web site of District (<http://kandhamal.nic.in>) and "e" procurement Portal <http://tendersodisha.gov.in> & OSEPA website (www.osepa.odisha.gov.in)
2. All other terms and conditions, details can be seen from the above websites.


District Project Coordinator,
Samagra Shiksha, Kandhamal,



BID IDENTIFICATION NO- 01/2021-22(Online)

**GOVERNMENT OF ODISHA
DISTRICT PROJECT OFFICE
SAMAGRA SHIKSHA, KANDHAMAL**



**GENERAL TECHNICAL BID DOCUMENTS /
DETAILED TENDER CALL NOTICE FOR RETENDER OF THE WORK AS PER
"Government of Odisha e-Procurement Notice**

BID IDENTIFICATION NO-01/2021-22/ Dt:- _____"

A handwritten signature in blue ink, appearing to read 'B. Prasad', is written over the printed name of the District Project Coordinator. The signature is dated '20/9/21'.

District Project Coordinator,

Kandhamal, Phulbani

GOVERNMENT OF ODISHA
DISTRICT PROJECT OFFICE

SAMAGRA SHIKSHA, KANDHAMAL

E-Mail: dpcssakandhamal@gmail.com, Ph.06842-255480

BID IDENTIFICATION NO – DPC (K)-01/2021-22

Letter No-2918 Date-20.09.2021

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The District Project Office, Samagra Shiksha, Kandhamal Phulbani on behalf of Governor of Odisha invites Retender of Percentage rate bids in double cover system only in "ON LINE" mode for works detailed in the table only "B" & "A" Class & above class Contractors registered with the State Government and contractors of equivalent Grade/Class registered with Central Government /M.E.S/ Railways for execution of civil works on production of definite proof from the appropriate authority. The bidders may submit bids for any or all of the following works.

1. Name of the works :- Construction of KGBV Building in different Blocks of Kandhamal district under District Project Office, Samagra Shiksha, Kandhamal for the year 2019-20 & 2020-21.
2. Total No. of works. :- 11 (Eleven).
3. Estimated Cost. :- Varies from Rs. 87.25 lakh to Rs.87.52 lakh Approximately
4. Class of Contractor. :- B and A
5. Period of completion. : 330 (three hundred thirty days including rain season)
6. Bid Security(EMD) : Bid Security Declaration has to be submitted
7. Cost of Bid Document :- Rs 10,000/- (Non-refundable)
8. Date & time of Availability of Bid Document in the Portal for online bidding. :- 22/09/2021 at 10 A.M. to 05/10/2021 up to 5 PM.
9. Last date/Time for receipt of Bid only in ONLINE. :- 05/10/2021 up to 5 PM.
10. Date/Time of Opening of Technical Bid. :- 06/10/2021 at 11.30 AM. at Office of the District Project Office, Samagra Shiksha, Kandhamal Phulbani.

11. Date/ Time of Opening of Financial Bid :- To be intimated through web site after evaluation of Technical Bid.
12. Instruction to Bidder :- One Bidder can participate up to maximum of 3 nos of works of the tender floated under the NIT
13. Name & Address of the Officer Inviting the Bid. :- Office of the District Project Office, Samagra Shiksha, Kandhamal, Phulbani
14. Further details can be seen from the "e" Procurement Portal <https://tendersodisha.gov.in>

(Sri Bikash Chandra Pradhan)
District Project Coordinator,
SS, Kandhamal, Phulbani

15. Bidding is open to all eligible bidders as defined under Odisha Contractors Registration Act of Works Department from time to time. Bidders registered as mentioned against works as per eligibility criteria of class to each work in Annexure to Bid Notice column-7 under the Government of Odisha/ Other State Government/ Government of India/ State or Central Government Undertakings is also eligible to bid. The registered bidders outside the state can also participate in this online tender process after necessary portal enrollment, but shall have to subsequently undergo registration with appropriate authority within one month from acceptance of tender. Bidders are advised to note the minimum qualification criteria specified in instruction to bidders to qualify for the award of the contract. Interested bidders may obtain clarifications regarding the minimum qualification criteria from the office of the Executive Engineer, Kandhamal Minor Irrigation Division, Phulbani prior to participation in the bid.
16. **It is mandatory that the Bid should be accompanied with the scanned copies of the valid Registration Certificate, Experience Certificate , up to date EPF , Valid CDMS, valid GSTN, PAN Card, up to date GST Return copy(Form 3B), Labour License, List of Tools and plants in require format, No relation certificate, Affidavit for authenticity of documents with residential proof for official correspondence, Valid Mobile No. email Id, WhatsApp No. and other requisite documents as per the Bid Document.**
17. **The bidder must submit the checklist as per page no. 89 of this DTCN should not unnecessary documents except required documents as mentioned above.**
18. **The affidavit to be submitted in legal stamp paper individually for each work by the bidder failing which the bid will be rejected.**
19. Bidding documents can only be available on-line in the Government of Odisha website <http://www.tendersorissa.gov.in> & (<http://tendersodisha.gov.in>) from _____ to _____ up to 17.00 hours for preview, download & submission.
20. The Bidders desiring to participate in "On-line" bidding must possess compatible Digital Signature Certificate of Class-II or Class-III. The web site for the on-line bidding is <http://tendersodisha.gov.in>.

21. Bids must be accompanied by a **non-refundable fee** as indicated at **Column-6** of Annexure towards cost of Tender Paper. The cost of Tender Paper to be remitted online as per instruction issued in Works Department office Memorandum No.17254 dated 5.12.2017 .
(Copy appended). As per OM No. 8943/F dt. 18.03.2021 of Finance Department, Govt. of Odisha, the bidder has to execute a "Bid Security Declaration" in lieu of Bid Security in prescribed proforma as per DTCN with stipulation that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender document. **Non submission of Bid Security Declaration as per DTCN, the bid will be liable for rejection. The Bidders desire to hire machineries or equipments from outside the state or owned but deployed outside the state are required to furnish 2% of the amount put to tender as Bid Security. Only those bidders who successfully remit their cost of Tender Paper on submission of bids would be eligible to participate in the tender/ bid process. The bidders with pending of failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC the designated Banks shall not be held responsible for such pendency or failure.**
22. Tender shall be uploaded separately for Technical Bids(Cover-I) & Financial bid (Cover-II) etc in standard formats prescribed in the bid documents displayed at Govt. of Odisha e-market place web site & submitted duly filled up. The on-line bidders should upload the scanned clear copy of the affidavit in support of correctness or proof of the information submitted including bid security accompanied with tender by them. They should **digitally sign** on all statements, documents, certificates uploaded by them, owning responsibility for their correctness/ authenticity. If the documents are not digitally signed, an affidavit owing genuinely of the documents should be uploaded. The affidavit of authenticity of documents uploaded by the bidder being a legal document, checking genuinely of signature put on other uploaded documents including affidavit and lease deeds is beyond purview of the officer inviting tender. The bidder himself is liable for the authenticity of the documents if challenged by any other bidder or in the court of law.
23. The cover-1 (Technical Bid) will be opened in the office chamber of the *DEO-cum-District Project Coordinator, Kandhamal, Phulbani* at 11.30 hours on dt: _____ in presence of the bidders who wish to attend. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue. Opening of Cover-II (Financial Bid) shall be intimated through web site specified for the purpose in e-tendering process to those bidders who will be found eligible after evaluation of Technical Bid (Cover-I).
24. One bidder can submit only one tender paper to each of the works for which tender invited in this notice in his own DSC. Submission of more than one tender paper for any particular of work by a bidder through different DSC or through his own DSC for a particular tender will be liable for rejection of all such tenders.
25. Fixed deposit holders/ Exemption holders by order of Central/ State Govt. will also be required to furnish the requisite security amount along with the bid in the prescribed form, otherwise the bid shall be considered as non-responsive. Engineer Contractor desires to avail the facility of exemption of E.M.D is required to submit an affidavit to the effect that he 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 which the tender is being submitted must be mentioned in the affidavit, failing which he will be not entitled to get any facility. Similarly, ST/ SC contractors seeking exemption of 50% EMD or price preference are required to produce an affidavit to this effect.

The ST/SC contractors having Degree/ Diploma in Engineering are not allowed to avail both the benefits. Both Engineering and ST/SC contractors should submit the affidavit in writing regarding the facility to concerned officer inviting tender, otherwise they will not be entitled to get the facility.

- 26 **"Additional Performance Security"** shall be obtained from the bidder when the bid amount is less than the estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price / rates than the estimated cost put to tender shall have to furnish the additional performance security as per DTCN vide Office Memorandum No-4559/W dt. 05.04.2021 of Works Department, Government of Odisha in shape of **N.S.C., Postal Saving Bank. Pass Book, K.V.P. Post Office Time Deposit Receipt & Deposit receipt of any Nationalized/ Schedule Bank** duly pledged in favour of the **District Project Coordinator, Samagra Shiksha, Kandhamal District, Phulbani within seven days otherwise the bid shall be cancelled and the security deposit shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.**
- 27 The amount quoted by bidders shall remain valid for 90 (ninety) days from the date of opening of financial bid. If any bidder backs out from the bidding process, or make any request for alteration or modification in terms & conditions of the bid shall debar the bidder from participating in the online bidding system and his portal registration shall be blocked including recommendation to registering authority for cancellation of his registration as contractor including forfeiture of bid security deposited.
- 28 Quality control tests as per specification for all items of the work executed will be taken in nearly Govt. Approved Quality Control Laboratories of Padmageotech. soil testing pvt. Ltd. Bhubaneswar. It is binding on successful bidder to extend all necessary support in getting the tests done till completion of the work in all respect.
- 29 No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative 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 due permission of the Government.
- 30 The bidder shall have to furnish No relation certificate along with the bid documents to the effect that no officer of the Department to the rank of Assistant Engineer or above is related to him.
- 31 All bidders are required to submit the details of quarry for procurement while submitting bids
- 32 If L1 bidder does not turn up for agreement after finalization of tender, then he shall be debarred in participating in bidding for two years and action will be taken to blacklist the contractor. In that case the L2 bidder if fulfills all other criteria would be called for drawing agreement for execution of work subject to the condition that L2 bidder negotiates at par with the rate quoted by the L1 bidder, otherwise tender will be cancelled.
- 33 If rate quoted by a bidder is 15% less than the tendered amount, then such a bid shall be rejected and tender shall be finalized basing on merits of rest of 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 Engineer and DAO will remain present.
- 34 Before acceptance of tender, the successful bidder will be required to submit a work programme and milestone basing on the financial achievement so as to complete the work within the stipulated time and in case failure on the part of the agency to achieve the milestone, liquidated damage will be imposed.
- 35 Office Memorandum File No. 07556900042013 (PtII)-7885/W dated 23.7.2013 will be treated as part of DTCN and instruction to bidder.

- 36 Other details can be seen from the bidding document.
- 37 Since the works are of very urgent in nature hence non drawing of the agreement within 07 (seven) days from date of finalization of tender, the officer inviting tender will have the right to cancel the tender with forfeiture of E.M.D.
- 38 The authority reserves the right to reject any or all the bids without assigning any reason thereof.
- 39 Goods & Services Tax (GST) will be imposed as applicable.
- 40 Any Corrigendum/ Addendum will be displayed in website <http://tendersodisha.gov.in> only. It is the bidder's responsibility to verify the web site for latest information/ corrigendum related to the bid.
- 41 If any bidder backs out from the bidding process or make any request for alteration or modification in terms and condition of the bid shall debar the bidder from participating in the online bidding system and his portal registration shall be blocked including recommendation to registering authority for cancellation of his registration as contractor including forfeiture of bid security deposited.
- 42 A Contractor may be black listed as per amendment made to Appendix XXXIV to OPWD Code Vol.-II on rules for black listing of Contractors vide letter no.3365 dt.01.03.2007 of Works Department, Odisha.
- As per said amendment a Contractor may be blacklisted
- a. Misbehavior/threatening of Departmental & supervisory officers during execution of work/tendering process.
 - b. Involvement in any sort of tender fixing.
 - c. Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
 - d. Persistent and intentional violation of important conditions of contract.
 - e. Security consideration of the State i.e. any action that jeopardizes the security of the State.
 - f. Submission of false/ fabricated / forged documents for consideration of a tender.
- 43 General Experiences.
- The works shall have been executed by the Applicant as prime contractor of similar nature as per the proposed contract. For these latest Five years experience certificate of Civil Engineering construction work with PH and electrification, The bidder must have completed one similar nature of work value not less than Rs. 60.00 Lakhs or Two similar nature of works costing not less than Rs.50.00 Lakhs each (Similar nature of work means construction of framed structure double storied buildings inclusive of Electrical installations and P.H works) during current/last five financial year. From the employer shall be submitted along with the application incorporating clearly the name of the work, contract Value, billing amount, date of commencement of works, satisfactory completion of the Contractor and any other relevant information in a formatted form.
- 44 Other details can be seen in the bidding documents. The authority will not be held responsible for any technical problem /failure of network /server during the schedule dates of online binding.
- 45 A bidder can be participate in maximum of three(3) works of construction of KGBV building in the blocks of Kandhamal District .

ANNEXURE

Sl. No	Name of work	Apprx. Value of work Rs in Lakh	Name of District Head Quarter	Bid Security in Rs. (Online)	Cost of Bid Document (Rs.) (Online)	Class of Contract or	Period of Completion
1	2	3	4	5	6	7	8
1	Construction of KGBV Building at Nodal UPS, Phiringia in Phiringia Block of Kandhamal district under District Project Co-ordinator, RTE-SS, Kandhamal for the year 2018-19.	87,25,666	District Project Coordinator, RTE-SS, Kandhamal, Phulbani	Only the Bid security Declaration as per the tender schedule to be furnished instead of EMD/ Bid Security	10,000/-	"B"& Equivalent Class	11 (Eleven Calendar Month)
2	Construction of KGBV Building at Rapadabadi UPS, Daringbadi in Daringbadi Block of Kandhamal district under District Project Co-ordinator, RTE-SS, Kandhamal for the year 2018-19.	87,44,112	District Project Coordinator, RTE-SS, Kandhamal, Phulbani		10,000/-	"B"& Equivalent Class	11 (Eleven Calendar Month)
3	Construction of KGBV Building at Birupakhya TOUP, Chakapad in Chakapad Block of Kandhamal district under District Project Co-ordinator, RTE-SS, Kandhamal for the year 2019-20.	87,35,710	District Project Coordinator, RTE-SS, Kandhamal, Phulbani		10,000/-	"B"& Equivalent Class	11 (Eleven Calendar Month)
4	Construction of KGBV Building at Practicing ME School, Tikabali in Tikabali Block of Kandhamal district under District Project Co-ordinator, RTE-SS, Kandhamal for the year 2018-19.	87,34,863	District Project Coordinator, RTE-SS, Kandhamal, Phulbani		10,000/-	"B"& Equivalent Class	11 (Eleven Calendar Month)
5	Construction of KGBV Building at Govt. Girls High School, Phulbani in Phulbani Block of Kandhamal district under District Project Co-ordinator, RTE-SS, Kandhamal for the year 2019-20.	87,34,598	District Project Coordinator, RTE-SS, Kandhamal, Phulbani		10,000/-	"B"& Equivalent Class	11 (Eleven Calendar Month)
6	Construction of KGBV Building at Chunapali PUPS, Raikia in Raikia Block of Kandhamal district under District Project Co-ordinator, RTE-SS, Kandhamal for the year 2019-20.	87,34,613	District Project Coordinator, RTE-SS, Kandhamal, Phulbani		10,000/-	"B"& Equivalent Class	11 (Eleven Calendar Month)

7	Construction of KGBV Building at Nuasahi UPS, Balliguda in Balliguda Block of Kandhamal district under District Project Co-ordinator, RTE-SS, Kandhamal for the year 2018-19.	87,35,710	District Project Coordinator, RTE-SS, Kandhamal, Phulbani	Only the Bid security Declaration as per the tender schedule to be furnished instead of EMD/ Bid Security	10,000/-	"B"& Equivalent Class	11 (Eleven Calendar Month)
8	Construction of KGBV Building at Govt. High School, Kotagarh in Kotagarh Block of Kandhamal district under District Project Co-ordinator, RTE-SS, Kandhamal for the year 2018-19.	87,44,289	District Project Coordinator, RTE-SS, Kandhamal, Phulbani .		10,000/-	"B"& Equivalent Class	11 (Eleven Calendar Month)
9	Construction of KGBV Building at Medical Colony UPS, Tumudibandha in Tumudibandh Block of Kandhamal district under District Project Co-ordinator, RTE-SS, Kandhamal for the year 2018-19..	87,52,210	District Project Coordinator, RTE-SS, Kandhamal, Phulbani		10,000/-	"B"& Equivalent Class	11 (Eleven Calendar Month)
10	Construction of KGBV Building at Block Colony UPS, K.Nuagaon in K.Nuagaon Block of Kandhamal district under District Project Co-ordinator, RTE-SS, Kandhamal for the year 2018-19.	87,35,967	District Project Coordinator, RTE-SS, Kandhamal, Phulbani		10,000/-	"B"& Equivalent Class	11 (Eleven Calendar Month)
11	Construction of KGBV Building at Govt. UPS, Khajuripada in Khajuripada Block of Kandhamal district under District Project Co-ordinator, RTE-SS, Kandhamal for the year 2018-19.	87,26,326	District Project Coordinator, RTE-SS, Kandhamal, Phulbani		10,000/-	"B"& Equivalent Class	11 (Eleven Calendar Month)

(Sri Bikash Chandra Pradhan)
District Project Coordinator,
SS, Kandhamal, Phulbani

Memo No. 2919 / Dated. 20.9.21 //

Copy along with soft copy of the notice submitted to the NIC, Publishing the advertisement in the web.

Encl: Soft copy - 1 CD


District Project Coordinator,
Kandhamal, Phulbani

Memo No. 2920 / Dated. 20.9.21 //

Copy with extra copies of Notice submitted to the Establishment Section, DPO, Kandhamal to publish the notice in two local Odia daily Newspapers and one local English daily News papers in two consecutive days before _____ for wide circulation of the tender call notice.

Complimentary copy of the News papers containing the tender call notice may be sent to this office for reference and record.

Encl: Soft copy- 1 CD


District Project Coordinator,
Kandhamal, Phulbani

Memo No. 2921 / Dated. 20.9.21 //

Copy submitted to the State Project Director, OSEPA, Bhubaneswar for favour of kind information.


District Project Coordinator,
Kandhamal, Phulbani

Memo No. 2922 / Dated. 20.9.21 //

Copy submitted to the Collector & District Magistrate, Kandhamal/ Superintendent of Police, Kandhamal for favour of kind information and necessary action.


District Project Coordinator,
Kandhamal, Phulbani

Memo No. 2923 / Dated. 20.9.21 //

Copy forwarded to the Executive Engineer, R&B Division, Phulbani / R.W. Division, Phulbani / Executive Engineer, M.I. Division, Phulbani / RWSS Division, Phulbani for information and necessary action.


District Project Coordinator,
Kandhamal, Phulbani

Memo No. 2924 / Dated. 20.9.21 //

Copy forwarded to the Inspector In charge, Town Police Station, Phulbani for information and necessary action.


District Project Coordinator,
Kandhamal, Phulbani

Memo No. 2925 / Dated. 20.9.21 //

Copy forwarded to Concerned Work File/ Notice Board of DPO office for reference.


20/9/21

**GOVERNMENT OF ODISHA
DISTRICT PROJECT OFFICE
SAMAGRA SHIKSHA, KANDHAMAL**

DETAILED TENDER CALL NOTICE

1. Mentioned as above.

2. EARNEST MONEY DEPOSIT

Tenderers are required to deposit **Earnest Money Deposit/ Bid Security** as mention in **Col-5 of DTCN** i.e. 1% (one percent), rounded off to Rs one hundred , of the above estimated cost is to be remitted online as per instruction issued in Works Department office Memorandum No.17254 dated 5.12.2017 (Copy appended) and As per OM No. 8943/F dt. 18.03.2021 of Finance Department, Govt. of Odisha, the bidder has to execute a "**Bid Security Declaration**" in lieu of Bid Security in prescribed proforma as per DTCN with stipulation that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender document. **Non submission of Bid Security Declaration as per DTCN, the bid will be liable for rejection.** The Bidders desire to hire machineries or equipments from outside the state or owned but deployed outside the state are required to furnish 2% of the amount put to tender as Bid Security. Only those bidders who successfully remit their cost of Tender Paper and Earnest Money Deposit on submission of bids would be eligible to participate the tender/ bid process. The bidders with pending of failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC the designated Banks shall not be held responsible for such pendency or failure.

3. COST OF TENDER PAPER

In respect of Government receipts on account of Cost of Tender Paper (as mentioned in the Col-6 of DTCN) the e Procurement Portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of Tender Paper collected with reference to **Bid identification Number**. The state Procurement cell shall generate Bank-wise challans under the head of Account for cost of Tender Paper and instruct the designated Banks to remit the money to the proper head of account of State Government. In respect of the **cost of tender paper** received through the e-procurement portal the remittance to the Cyber Treasury account will be made to the head of Account 0075-Misc. General Services-800-Other Receipts -0097-Misc Receipts-02237-Cost of Tender paper.

4. DOCUMENTS FOR SUBMISSION

The tender should be submitted online in www.tendersodisha.gov.in. with scan copies of valid Registration Certificate, GST Clearance Certificate in form No. – 612, 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.

5. COMPLETION PERIOD

1. The work is to be completed in all respect as mentioned in the Col-8 of DTCN from the date of issue of work order. Tenderer whose tender is accepted must submit a programme of work immediately after issue of work order for approval of the Engineer-in charge.
2. The Plans, specifications and special condition and other details for the work can be had from the office of the **District Project Coordinator, Samagra Shiksha, Kandhamal District, Phulbani** 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 90 (ninety) 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. Loose letters found in the tender box intimating modification to the tenders / rates already submitted will not be considered.

11. 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.

12. The **Percentage rate** in the tender should be written both in words and figures and in case of any discrepancy, the percentage rate written in words will prevail

(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, Canal 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.

13. 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.

14. **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 this department 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.

15. **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 P1 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.

16. **AWARD OF CONTRACT:**

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 the balance amount of initial security deposit so that the E.M.D. and initial security deposit will be 2% (two percent) of the accepted tendered amount and sign the agreements in the P.W.D. Form P1(Schedule XXI No.61) for fulfillment of the contract in the office of the **District Project Coordinator, Samagra Shiksha, Kandhamal District, Phulbani**. 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 forfeiture of the earnest money. 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 than by the District Project Coordinator. The Department will accept the initial security deposit in the accepted form prescribed in clause 2 above pledge in favour of the **District Project Coordinator, Samagra Shiksha, Kandhamal District, Phulbani** and no other form. In case of tenderers who have fixed deposits action will be taken to degrade them if they decline to sign the agreement within the period as stated above.

17. The work may be spitted up and distributed among several contractors if considered necessary in urgency of circumstances of the work.

18. In case of delay in acquisition of land, no compensation will be admissible but time extension will be granted.

19. The earnest money deposited by the unsuccessful tenderer will be refunded as per relevant rules in force.

20. 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.

21. No part of the contract shall be sublet without written permission of Engineer-in charge or any transfer be made by power of attorney authorizing others to receive payment on behalf of the contractor.

22. No tenderer is permitted to furnish their tender in their own manuscript paper.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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 District Project Coordinator and Sr.TC shall be treated to be intimation to the contractor and the same shall be binding on him.

31. ARCHAEOLOGICAL FINDINGS:

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

32. 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 Engineer-in-charge 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.

33. TAXES:

a) Income Tax- Income Tax will be deducted as per prevailing rates of the gross amount of each running account bills from the contractor towards income tax (provisional) or as advised by Income Tax department.

b) Goods & Services Tax (GST)- Goods and Services Tax will be deducted as applicable as per G.S.T Act 2017. 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.

d)1% cess will be recovered from the contractor towards **Building & Other Construction Act**

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

35. 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 Engineer-in-Charge any errors and omissions as discovered, whereupon the Engineer-in-charge shall prepare revised addition drawings and specifications as may be required.

36. 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 in admissible.

37. 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 outside.

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 what so ever, shall not be entertained by the department. The contractor's item 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.

38. SUSPENSION OF WORK:

The Engineer-in-charge 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 majeure, war or indirectly as a result of the contractor not complying with any of the provisions of the contract in 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 Engineer-in-charge.

39. 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.

40. 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.

41. 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. Tools & plants and machineries as per the requirement (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 purchase/required lease deed with ownership documents of the leaser duly attached. In case of centering & shuttering materials Certificates of the Executive Engineer or equivalent and higher rank officer of Govt/Govt. under taking /PSU within 90 days of last date of receipt of tender is allowed. One nos of water Tanker of 5000 liter capacity mounted with Truck/Tractor, 2 nos Truck and Tipper, 1 nos of welding machine, 1nos of Generator of minimum 25 KVA capacity, 2 nos of Concrete Mixer, 2 nos of Concrete Vibrator: Needle type, 2 nos of Concrete Vibrator: Plate Type, Complete staging shuttering, Centering arrangement a. for steel shuttering -Not older than 5 years. b. For wooden/ Ply shuttering -Not older than 2 years, 2 nos of Water Pump 5 HP Capacity.

42. 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 Engineer-in-charge.

43. DEPARTMENTAL STOCK MATERIALS:

All the materials will be supplied by the contractor.

44. 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 Engineer-in-charge. 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.

45. 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.

46. 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.

47. 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.

48. 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.

49. Security deposit of the contractor shall be refunded only after One Years after the date of completion of the work provided that the final bill has been paid and defects, if any, rectified

50. REIMBURSEMENT/RECOVERY DUE TO VARIATION IN PRICES OF MATERIALS OTHER THAN (STEEL,CEMENT,BITUMEN,PIPES & P.O.L.)Vide Works Department Lt. No. 12606,dt: 24.12.2012

If during the progress of the work the price of any materials (Excluding the cost of steel cement, bitumen & P.O.L) incorporated in the work (not being materials supplied from the Engineer-in-charge's store) in accordance with clause there of increases or decreases as a result of increase or decrease in the Average wholesale price index (all commodities),and the contractor there upon necessarily and properly pays in respect of that materials incorporated in the work such increased or decreased price then he shall be entitled to reimbursement or liable to refund quarterly as the case may be, such an amount, as shall be equivalent to the plus or minus difference of 85% in between the Average Wholesale price index (all commodities) which is operating for the quarter under consideration and that operated for the quarter in which the bid was received (last date of receipt) as per the formula indicated below provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to him. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get price escalation on the above materials on the value of works executed during the extended period.

This clause will be applicable to the contracts where original stipulated period of completion is more than 18 months.

In the situation where the period of completion is initially stipulated in the agreement as less than 18(eighteen) months but subsequently the completion period has been validly extended on the ground that the delay in completion is not attributable to the contractor and in the result the total period including the extended period stands more than 18(eighteen)months or more, price escalation for other materials is admissible only for the remaining period excluding 18(eighteen)months there from.

Formula to calculate the increase or decrease in the price of materials:

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

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

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

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

M_o = The all India wholesale price index (all commodities) prevailed during the quarter of last date of receipt of bids (as published by the Economic Adviser to govt. of India. Ministry of Industry and commerce, New Delhi)

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

P_m = Percentage of material component (other than cement, steel, bitumen, pipes and POL) of the work, as indicated in clause-31(d) below.

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

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

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

- 1) Contractors have to submit the vouchers showing procurement of different materials from authorized dealers for the said work.
- 2) Differential cost will be allowed only for the works which are progressed as per the approved work programme/ revised work programme duly approved by the Engineer in charge.

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

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

a) Adjustment towards differential cost of cement.

$V_c = (C_1 - C_o) / C_o \times$ Actual quantity of cement utilized in the work during the quarter under consideration \times base price of cement as prevailing on the last stipulated date of receipt of tender including extension, if any.

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

$C_1 =$ All India wholesale price index for cement for the quarter under consideration as published by Economic Adviser. Govt. of India, Ministry of Industry and commerce. New Delhi.

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

b) Adjustment towards differential cost of Steel.

$V_s = (S_1 - S_o) \times$ Actual quantity of steel utilized in the work during the quarter under consideration.

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

$S_1 =$ Cost of steel as prevailed during the period under consideration as fixed by steel authority of India.

$S_o =$ Base price of Steel prevailing as on the last date of submission of tender including extension, if any.

C) Adjustment towards differential cost of Bitumen.

$V_b = (B_1 - B_o) \times$ Actual quantity of Bitumen utilized in the work during the quarter under consideration.

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

$B_1 =$ Average cost of Bitumen prevailed during the period under consideration as fixed by IOCL/BPCL/HPCL.

$B_o =$ Base price of bitumen as prevailing on the last stipulated date of receipt of tender including extension, if any.

D) Adjustment towards differential cost of pipes.

$V = 0.85 \times P_p / 100 \times R (P_1 - P_o) / P_o$

$V_p =$ Differential cost of pipe i.e. amount of increase or decrease in rupees to be paid or recovered during the quarter under consideration.

$P_p =$ Percentage of pipe component of the work as indicated in the clause 31(d)

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

P_1 = All India whole sale price index for the period under consideration as published by Economic

Advisor, Govt of India, Ministry of Industry and Commerce, New Delhi, for the type of pipe under

consideration.

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

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

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

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

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

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

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

L_0 = The minimum wages for labour as notified by State Government, as prevailing on the last stipulated date of receipt of tender including extension, if any.

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

P_1 = Percentage of labour component of the work ,as indicated in the clause 31(d).

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

Similarly if during the progress of work, the prices of Diesel Petrol. Oil and Lubricants increases or decreases as a result of the price fixed thereof by the Government of India and the Contractor thereupon necessarily and properly pays such increased or decreased price towards Diesel, Petrol, Oil and Lubricants used in the execution of the work, then he shall be entitled to reimbursement or

liable to refund, quarterly, as the case may be such an amount as shall be equivalent to the plus or minus difference or 85% in between the price of P.O.L., which is operating for the quarter under consideration and that operated for the quarter of last date of receipt of bids as per the formula indicated below provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to him. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get price escalation on POL on the value of works executed during the extended per

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

$$V_1 = 0.85 \times P_1 / 100 \times R \times (F_1 - F_0) / F_0$$

V_1 = Increase or decrease in the cost of work during the quarter under consideration due to changes

in

the price of P.O.L.

P_1 = Percentage of P.O.L. component of the work, as indicated in clause-31(d) below.

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

F_1 = All India wholesale price index for Fuel, Oil & Lubricant (High speed Diesel) for the quarter under consideration as published by Economic Adviser, Govt. of India, Ministry of Industry and

Commerce,

New Delhi. In respect of the justified period extended, the rates prevailing at the time of stipulated date of completion or the prevailing rates of the period under consideration, whichever is less,

shall be

considered.

F_0 = All India whole dale price index for Fuel, Oil & lubricant (High Speed Diesel) as prevailing on the last stipulated date of receipt of tender including extension, if any.

31(d) The following percentages will govern the price adjustment for the entire contract for different

types of works as applicable given in the following table.

PERCENTAGE TABLE.

SI No	Category of Works		% Component (Cost wise)		
			labour (P1)	POL	Steel + Cement + Bitumen + Other materials *
1	R & B works (% of component)	Road works	5	5	90
		Bridge works	25	5	70
		Building works	25	-	75
2	Irrigation works (% of component)	Structural work	20	5	75
		Earth, Canal & Embankment work	25	10	65
3	P.H. Work	Structural work	25	5	70
		Pipeline work	5	-	Pipe-70% * Other material- 25%

		- 22 - 10	-	Pipe-70% * Other material- 20%
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*Note:- Further break up may be worked out considering the consumption of Cement, Steel, Bitumen and pipe in the concerned works for the period under consideration.

50(e) APPLICATION OF ESCALATION CLAUSE:

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

51. 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.

52. 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.

53. ORDER BOOK:

An Order Book with pages numbered will be, issued by the Authority and shall be maintained by the Sectional Officer systematically till completion of the work and thereafter surrender it to Engineer-in-charge 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 Authority 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. Similarly, orders entered by the District Project Coordinator and the Sr. TC shall be deemed to have been duly issued by the Engineer-in-charge for the contract.

54. EMPTY CEMENT BAGS:

The cost of empty cement bags @ **Rs.307.32 (Rupees three hundred seven & Paisa thirty two Only)** for 100 nos. will be deducted from the contractors bills if cement is supplied by the department in gunny bags.

55. 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.

56. STATUTORY OBLIGATIONS OF CONTRACTOR:

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

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

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

59. 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 have 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.

60. 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.

61. DEPARTMENTAL RIGHT FOR DEVIATION IN QUANTITIES:

Right is reserved to make such increase or decrease in quantity or in item of work 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.

62 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.

63. SAFETY OF MACHINERIES:

Unusual flood may occur during the working season. In the event of over topping or breach in the Coffe 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 Coffe 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.

64. 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.

65. REMOVAL OF CONTRACTOR'S MEN:

The contractor shall on the written direction of the District Project Coordinator 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 Engineer-in-charge.

66. 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.

67. 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.

68. 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 District Project Coordinator.

69. **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 charge of the testing and cost of conveyance of materials from work site to laboratory if any for testing.

B) Correction of defects:

On receipt of notice from the Engineer-in-charge 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-in-charge shall assess the cost, get the defect rectified and recover the same from the dues of the contractor.

70 **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.

71 **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.

72. **JURISDICTION OF COURT:**

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.

73. If any further necessary information is required the **District Project Coordinator, Samagra Shiksha, Kandhamal District, Phulbani**, 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.

74. **WITHHELDING FOR LESS QUOTATION:**

“Additional performance security shall be deposited by the successful bidder when the bid amount is seriously unbalanced i.e. less than the estimated cost by more than 10% .In such an event the successful bidder will deposit the additional performance security to the extent of the differential cost of the bid amount and 90% of the estimated cost in shape of Post Office/ Savings Bank Account/ National Savings Certificate/ Post office Time deposit Account/ Kissan Vikash Patra/ Deposit receipt of Schedule Bank”.

75. **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.

76. UNDERTAKING FOR PAYMENT OF MINIMUM WAGES:

I/We do hereby undertake that I/We shall pay **Minimum Wages** 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.

77. As per the Law Department, Govt. of Odisha letter No.1242/W dt. 5.8.2003 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.

Signature of the Contractor

In case the Authority is not satisfied that the minimum wages has not be paid, he will have the right to deduct such amounts from the bills of the Contractor and pay to the labours.

NO RELATIONSHIP CERTIFICATE

Certified that I/We/am/are not related to any Officer of **District Project Coordinator, Samagra Shiksha, Kandhamal District, Phulbani** of the rank of Assistant Engineer and above or any Officer of the rank of Assistant Secretary and above. I am also aware that if the facts subsequently proved to be false my/our contract will be rescinded with forfeiture of E.M.D. 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

MEMORANDUM

a) If Several sub-works are included they should be detailed in separate list.	a) Name of work: " As mention in DTCN Column No-2
b) This deposit will be 1% of the estimated cost of the work.	b) Estimated cost: As mention in DTCN Column No-3
c) This percentage deduction from bills will be credited to the contractor's security deposit.	c) Earnest money: As mention in DTCN Column No-5
	d) Initial security deposit @ 1%(excluding earnest money) to be deposited before the commencement of the work:
	e) %age to be deducted from bills: 3% (Three percent) for C & D class Contractor & 5%(Five percent) for B Class and above Contractor.
	f) Time required for the work from date of written order to commence as mention in Col-8 of DTCN
	g) Date of written order to commence

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 of200.....

Signature of the officer who accepted the tender
**District Project Coordinator, Samagra Shiksha,
Kandhamal District, Phulbani**

ODISHA PUBLIC WORKS DEPARTMENT

(Form F - 2)

% 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 Authority. 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 authority shall also be opened for inspection by the contractor at the office in 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, authorising 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 Sub-Divisional Officer/Divisional Officer 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.

5. The amount of earnest money to be deposited will be Bid Security declaration put to 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-in-Charge or his fully authorized 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-in-Charge shall have the right of rejecting all or any of the tenders.

9. In the event of tender being selected for acceptance the Engineer-in-Charge who opened the tender will, if he is competent to accept the tender, inform the tender 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-in-Charge may reject the tender.

If the Engineer-in-Charge 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 tenderer.

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 District Project Coordinator. Government securities may be endorsed to the District Project Coordinator 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 only Bid security declaration towards 1% earnest money at the time of submitting tenders and 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 underwritten memorandum at the rates specified therein within a period of **as mention in Col-8 of TCN** from the date of written order to commence and in accordance in all respect with specifications, designs, drawing and other documents referred to in rule thereof 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

a) If Several sub-works are included they should be detailed in separate list.

a) Name of work: " **As mention in DTCN Column No-2**

b) Estimated cost: **As mention in DTCN Column No-3**

c) Agreement Value: Rs. _____

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 Engineer shall certify as the date on which the work is

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 un-commenced, or un-finished on which the work is finished after necessary rectification of defects as pointed out by the District Project

finished after necessary rectification of defects as pointed out by the Executive Engineer or his authorised agents are fully complied with by the contractor to the Executive Engineer's satisfaction.

Action when whole security deposit is forfeited.

Coordinator or his authorized agents, are fully complied with by the contractor to the satisfaction of the DPC. 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.

Clause - 2(b) If there are possibility of exceeding this compensation amount as mentioned in clause (a) 10% of the estimated cost, or in any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit in the hands of Government (whether paid in one sum or deducted by the installments). The District Project Coordinator on behalf of the Governor of Odisha shall have power to adopt any of the following courses as he may deem best suited to the interest of the Government.

To rescind the contract (of which rescission notice in writing to the contractor under the hand of the DPC. shall be conclusive evidence) **20% of the value of left over work will be realized from the contractor as penalty(Works Dept No. 10639,dt: 27.05.2005)**

To employ labour paid by the Public Works Deptt. and to supply materials to carry out the work or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which the cost and price certificate of the Authority shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract, the certificate of the Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.

iii) To measure up the work of the contractor and to take such part of the work of the contract as shall be unexecuted out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Authority shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Govt. under the contract or otherwise or from his security deposit or the proceeds or sale thereof or a sufficient part thereof.

In the event of any of the above courses being adopted by the Authority 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 Authority 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 after One Years 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

Clause-3 : In any case in which any of the powers, conferred upon the District Project Coordinator 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 notwithstanding 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 District Project Coordinator 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 District Project Coordinator whose certificate thereof shall be final,

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

otherwise the District Project Coordinator may notice in writing to the contractor or his clerks of the works, foreman or other authorized 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 District Project Coordinator 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 District Project Coordinator 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 Engineer within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid and the District Project Coordinator 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 Authority 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 Authority (herein after called the Engineer-in-Charge) 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 District Project Coordinator 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-in-Charge 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-in-charge or his subordinate shall take the requisite measurement for the purpose of having the same verified and the claim, as far as admissible adjusted if possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-Charge or his subordinate shall measure up the said work in the presence of the contractor whose countersignature to the measurement list will be sufficient warrant, and the Engineer-in-charge 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-in-charge under these conditions or any of them as to the final settlement or adjustment of the accounts or otherwise or in any other way vary or affect the contract.

Clause-7: The final bill shall be prepared by the 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.

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-in-Charge's store, or it is required that the contractor shall use certain stores to be provided by the Engineer-in-Charge 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-in-charge.

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-in-Charge'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 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-in-charge 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-in-charge 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-in-charge 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-in-charge 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-in-charge 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-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge 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-in-charge. The contractor shall be bound to submit his claim for any additional work done during any month on or before the 15th day of the following month accompanied by a copy of the order in writing of the Engineer-in-charge 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-in-charge. In the event of a dispute, the decision of the District Project Coordinator of the Project will be final.

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-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full but which he did not 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.

Action and compensation

Clause-12 : If it shall appear to the Engineer-in-charge or his sub-ordinate-in-charge of the work, that any work has been executed with unsound, imperfect or

payable in case of bad work. 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-in-charge 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-charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days, while his failure the Engineer-in-charge 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-in-charge and his subordinates and the contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the inspection of the Engineer-in-charge 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 otherwise 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-in-charge 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 for damage done and or imperfection for 3 months after certificates. **Clause-15 :** If the contractor or his work people, or servants shall break, deface, injure or destroy any part of a building, in which they may be 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-in-charge, as aforesaid, the contractor shall make the same good at his own expense, or in default, the Engineer-in-charge may cause the same to be made good by other workmen, and deducted the expense (of which the certificate of the Engineer-in-charge 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.

And is liable for damages arising from non provision of lights, fencing 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. Failing 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 defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above 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.

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 neighborhoods.

The District Project Coordinator 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 neighborhoods.

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 by him.

Work not to be sublet

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- 18: The contractor shall not be assigned or sublet without the written approval of the District Project Coordinator. 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 District Project Coordinator 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.

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 change in the constitution within fifteen days, the Engineer-in-charge may by notice in writing rescind the contracts and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall 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 construed 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.

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

If during the progress of the work the price of any materials (Excluding the cost of steel cement, bitumen & P.O.L) incorporated in the work (not being materials supplied from the Engineer-in-charge's store) in accordance with clause there of increases or decreases as a result of increase or decrease in the Average wholesale price index (all commodities),and the contractor there upon necessarily and properly pays in respect of that materials incorporated in the work such increased or decreased price then he shall be entitled to reimbursement or liable to refund quarterly as the case may be, such an amount, as shall be equivalent to the plus or minus difference of 85% in between the Average Wholesale price index (all commodities) which is operating for the quarter under consideration and that operated for the quarter in which the bid was received (last date of receipt) as per the formula indicated below provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to him. If penalty is levied for delayed completion of the work,the contractor shall not be eligible to get price escalation on the above materials on the value of works executed during the extended period.

This clause will be applicable to the contracts where original stipulated period of completion is more than 18 months.

In the situation where the period of completion is initially stipulated in the agreement as less than 18(eighteen) months but subsequently the completion period has been validly extended on the ground that the delay in completion is not attributable to the contractor and in the result the total period including the extended period stands more than 18(eighteen)months or more, price escalation for other materials is admissible only for the remaining period excluding 18(eighteen)months there from.

Formula to calculate the increase or decrease in the price of materials:

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

$$V_m = 0.85 \times P_m / 100 \times R \times (M_1 - M_0) / M_0$$

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

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

M_0 = The all India wholesale price index (all commodities) prevailed during the quarter of last date of receipt of bids (as published by the Economic Adviser to govt. of India. Ministry of Industry and commerce, New Delhi)

M_1 = The all India wholesale price index (all commodities) for the quarter under consideration as published by Economic Adviser, Govt of India, Ministry of Industry and commerce, New Delhi. In respect of the justified period extended for completion of the work, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, which is less, shall be considered.

P_m = Percentage of material component (other than cement, steel, bitumen, pipes and POL) of the work, as indicated in clause-31(d) below.

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

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

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

- 3) Contractors have to submit the vouchers showing procurement of different materials from authorized dealers for the said work.
- 4) Differential cost will be allowed only for the works which are progressed as per the approved work programme/revised work programme duly approved by the Engineer in charge.

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

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

c) Adjustment towards differential cost of cement.

$V_c = (C_1 - C_0) / C_0 \times$ Actual quantity of cement utilized in the work during the quarter under consideration \times base price of cement as prevailing on the last stipulated date of receipt of tender including extension, if any.

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

$C_1 =$ All India wholesale price index for cement for the quarter under consideration as published by Economic Adviser. Govt of India, Ministry of Industry and commerce. New Delhi.

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

d) Adjustment towards differential cost of Steel.

$V_s = (S_1 - S_0) \times$ Actual quantity of steel utilized in the work during the quarter under consideration.

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

$S_1 =$ Cost of steel as prevailed during the period under consideration as fixed by steel authority of India.

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

C) **Adjustment towards differential cost of Bitumen.**

$V_b = (B_1 - B_0) \times \text{Actual quantity of Bitumen utilized in the work during the quarter under consideration.}$

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

$B_1 =$ Average cost of Bitumen prevailed during the period under consideration as fixed by IOCL/BPCL/HPCL.

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

E) **Adjustment towards differential cost of pipes.**

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

$V_p =$ Differential cost of pipe i.e. amount of increase or decrease in rupees to be paid or recovered during the quarter under consideration.

$P_p =$ Percentage of pipe component of the work as indicated in the clause 31(d)

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

$P_1 =$ All India whole sale price index for the period under consideration as published by Economic

Advisor, Govt of India, Ministry of Industry and Commerce, New Delhi, for the type of pipe under consideration.

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

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

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

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

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

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

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

L_0 =The minimum wages for labour as notified by State Government, as prevailing on the last stipulated date of receipt of tender including extension, if any.

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

P_1 =Percentage of labour component of the work ,as indicated in the clause 31(d).

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

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

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

$$V_1 = 0.85 \times P_1 / 100 \times R \times (F_1 - F_0) / F_0$$

V_1 = Increase or decrease in the cost of work during the quarter under consideration due to changes in the price of P.O.L.

P_1 = Percentage of P.O.L. component of the work, as indicated in clause-31(d) below.

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

F_1 = All India wholesale price index for Fuel, Oil & Lubricant (High speed Diesel) for the quarter under consideration as published by Economic Adviser, Govt of India, Ministry of Industry and Commerce,

New Delhi. In respect of the justified period extended, the rates prevailing at the time of stipulated date of completion or the prevailing rates of the period under consideration, whichever is less, shall be considered.

F_0 = All India whole dale price index for Fuel, Oil & lubricant (High Speed Diesel) as prevailing on the last stipulated date of receipt of tender including extension, if any.

31(d) The following percentages will govern the price adjustment for the entire contract for different

types of works as applicable given in the following table.

PERCENTAGE TABLE.

Sl No	Category of Works		% Component (Cost wise)		
			labour (P1)	POL	Steel + Cement + Bitumen + Other materials *
1	works (% of component)	Road works	5	5	90
		Bridge works	25	5	70

		Building works	25	-	75
2	Irrigation works (% of component)	Structural work	20	5	75
		Earth, Canal & Embankment work	25	10	65
3	P.H. Work	Structural work	25	5	70
		Pipeline work	5	-	<u>Pipe-70%</u> * Other material- 25%
		Sewer Line	10	-	<u>Pipe-70%</u> * Other material- 20%

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

31(e) APPLICATION OF ESCALATION CLAUSE:

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

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 District Project Coordinator 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 notwithstanding the provisions of any contract to contrary, cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work as if the labourers had been immediately employed by him.
	©: 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 District Project Coordinator 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 District Project Coordinator 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 preceeding 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 District Project Coordinator 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:
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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: - Up to 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 preceding the day of which she gives notice that she expects to be confined or at the rate of twelve annas a day whichever 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 preceding 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 preceding the date on which she proceeds on leave.

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 such 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 Engineer 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 women and marked in the vernacular in conspicuous latter "for women only" shall be provided on the scale laid in rule.
- Those for shall be similarly marked "for men only". A poster showing that figure of a men 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 receiptable 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 receiptable shall be tarred inside and outside at least once a year.
9. Constructions of Latrines: The inside wall shall 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 spered 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. 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.
	(ii) 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.
	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 District Project Coordinator 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 Engineer 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 District Project Coordinator concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.
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 metre 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 canal 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 be 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 canal.
21. The contractor has to make good the damages cause to canal 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.
- 20% before monsoon
 - 10% after one monsoon
 - 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. **The item “ Rough Stone & Dry packing” should be done as per requirement. In the event of non execution of above item as per requirement, penalty will be deducted as per clause 2(b)(i) of F2/P1 Agreement.**

25. Royalty for stone products, sand & moorum are to be recovered from the contractor's bill as follows

- | | | |
|-------------------|-----------------|-------------------------------|
| 1) Stone Products | @ Rs 130.00/cum | Vide notification No 1167 dt. |
| 2) Sand | @Rs 35.00./cum | 31.08.04 of Dept of Steel & |
| 3) Moorum | @ Rs 35.00/cum | Mines, Odisha. |

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.)

27. The empty cement bags @ **Rs 307.32/- (Rupees three hundred seven & Paise thirty two)** only per one hundred numbers will be recovered from the work bill.

TECHNICAL SPECIFICATIONS

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 / Canal works(Canal & 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 burnt 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 item 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 item 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 with out 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 thereof. 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 overall 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 grades 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 exceed 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 from 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 sources 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. COURSE 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 alternation 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 ½ ") aggregate	20 mm to 40 mm (3/4" to 1½")
80 mm (3") aggregate	40 mm to 80 mm (1½ " 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 slopping 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 seizes 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.

ADMISTURES:-

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 32⁰ 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 or 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 chuting. 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 whenever 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 PLACING 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 foregoing 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 from 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 bolts 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 from 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	Steel sheathing permitted steel lining

	surface finish except that metal forms shall be used on surfaces of internal transverse and longitudinal joints.	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 ht 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 sapling, at the faces of the concrete. Recesses resulting form 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.

(iv) 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.

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.

3.0.0 PRECAST RAILINGS :-

Precast members for railing shall be of reinforced cement concrete and shall conform to the specifications given in Clause-5.0. the precast members shall be removed from the moulds as soon as practicable and shall be kept damp for a period of at least ten days. During this period they shall be protected from sun and wind. Any precast member that becomes chipped, marred or cracked before or during the process of placing shall be rejected.

3.1.0 MEASUREMENT AND PAYMENT :-

Railing shall be measured in running meters. The rate of railing in the schedule of quantities shall included the cost of all labour, materials, all taxes, tools and plants required for doing the work complete in all respects in accordance with above specifications and as shown in the drawing.

4.0.0. APPLICABLE PUBLICATION FOR REFERENCE

The concrete, it's constituents, methods and procedures of manufacture shall conform to Bureau of Indian Standards (BIS) codes and other publication listed below unless otherwise specified.

Sl No	Short Title	B.I.S. Number
1.	Structural Steel (Standard quality) (fifth revision) (with amendment No 1 to 5)	226-1975
2.	Mild steel and medium tensile steel Bars (Third revision)	432-1982 (Part-II)
3.	Mild steel and medium tensile steel Bars and hard drawn steel	432-1966
4	Hard drawn steel wire (Third revision)	432-1982 (Part-II)
5.	Mild Steel wire for general engineering purposes (Third Revision)	280-1978
6.	High yield strength deformed steel bas and wires for concrete reinforcement (Third Revision)	1608-1983

7.	Code of practices for bending and fixing of bars for concrete reinforcement	2502-1963
8.	Code of practices for welding of mild steel bats used for R.C.C. (First Revision)	2751-1979
9.	Recommendations for welding cold worked steel bars fro R.C.C.	9284-1979
10.	Recommendation for detailing of reinforcement in R.C.C.	5525-1969
11	Ordinary and low heat port land cement (Third Revision) (with amendment No 1 to5	269-1976
12.	Portland slag cement (Third Revision) (with amendment No 1 to 5)	455-1976
So	Short Title	B.I.S. Number
1.	Portland pozzolonas cement (Second Revision) (with amendment No 1 to 5)	1489-1976
1.	High Strength ordinary Portland cement (with amendment 1 to 4)	8112-1976
15.	Rapid hardening Portland cement (First Revision)(with amendment1 to 2)	8041-1978
1.	Coarse and fine aggregates from natural sources for concrete	383-1970
.	Methods of tests for aggregates for concrete.	2386-1963
.	Method for sampling of aggregates for concrete.	2430-1967
19.	Code of practice for plain and reinforced concrete (Third Revision, with amendment 1)	456-2000
20.	Code of practice for general construction of plain and reinforced concrete for dam and other massive structure	457-1957
2.	Method of test for strength of concrete (amendment 1)	516-1959
2	Method of sampling and analysis of concrete	1199-1959
23.	General requirements for batch type concrete mixers (Second Revision)	1791-1985

24.	General requirement for concrete vibrators, immersion type. (Second Revision)	2505-1980
	Code of practice for concrete	33701965
26.	Method of test for permeability of cement mortar and concrete. (re-affirmed 1980)	3085-1965
No	Short Title	B.I.S. Number
27.	Code of practice for use of immersion vibrators for consolidation of concrete. (First Revision)	3558-1983
2	Concrete batching and mixing plant	4925-1968
2.	Glossary of terms related to cement concrete	6461 (Part-XIII)
3.	Method of test for determining setting time for concrete by penetration resistance	8142-1976
31.	Method of making, curing and determining compressive strength of accelerated cured concrete test specimens.	9013-1978
32.	Code of practice for corrosion protection of steel reinforcement in R.B. and R.C.C. construction.	9077-1979
3	Admixtures of concrete.	9013-1979
34.	Recommendation for pressure grouting of rock foundations in river valley project. (First Revision)	6066-1984

In addition to the above relevant B.I.S. publication, following other publications shall also be referred.

1	Concrete manual	USBR
2	Design of Small Dams	USBR
3	Standard Specification and code of Practice for Road bridges	SP-I (S&T 1980)
4	Design Aids for Reinforced Concrete To IS-456-1978	ASTM
5	C-15-80 Water retention test	ASTM
6	C-15-81 Type-2 Liquid membrane forming compound for curing concrete	ASTM
7	C-491-90 Water reducing agent	ASTM
8	C-494- Type Dewater reducing agent and set retarded	ASTM

**Government of Odisha
Works Department
Office Memorandum**

File No.07556900042013 (Pt-IV) —12366,dt: 08/11/2013

Sub:-Amendment of Codal / Contractual provisions.

After careful consideration Government have been pleased to make amendment to contractual and codal provisions for increasing the efficiency and transparency of Department dealing with infrastructure development of the State as per Annexure- I, II, III, IV, V, VI & VII .

1. These amendments shall take effect from the date of issue of the order.
2. Accordingly, relevant existing codal/ contractual provision stands modified with effect from the date of issue of this O.M.
3. This has been concurred in by Finance Department in their UoR No.157-wF-I dt.17 5.2012

Sd/-

E.I.C-cum- Secretary to Government

Annexure-I

1) Amendment to Para-3.4(a)(vii) of OPWD code,Vol-I by substitution

Note- (vii) - For the purpose of estimate, the approved quarry read is to be provided judiciously. Engineers in charge would be responsible for ensuring the quality of the materials supplied. The contractors would, however, be responsible for procurement of materials from authorised 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.

Annexure- II

2) Amendment to Para-3.5.14, Note-I of OPWD Code,Vol-I by Inclusion

Note-I- If L-1 bidder does not turn up for agreement after finalization of the tender. Then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. In that case, the L-2 bidder, if fulfils, other required criteria would be called for drawing agreement for execution of work subject to the condition that L-2 bidder negotiates at par with the rate quoted by the L-1 bidder otherwise the tender will be cancelled .In case a contractor is black listed, it will be widely publicised and intimated to all departments of Government and also to Govt. of India agencies working in the State.

Annexure- III

3) Amendment to Appendix-IX, Clause No. 36 of OPWD Code, Vol-II by Inclusion

Clause No- 36- If the rate quoted by the bidder is less than 15% of the tendered amount, then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids. But if more than one bid is quoted at 14.99% (Decimals 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 authorised representatives, the concerned D.P.C, Sr. T.C and F.C will remain present.

Annexure- IV

4) Amendment to Para-3.5.5(V) Note-II of OPWD Code, Vol-I by Modified.

Note- (II) – Additional Performance Security shall be obtained from the bidder when the bid amount is less than the estimated cost put to tender. In such an event, the bidders who have quoted less bid price/ rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security in shape of N.S.C., Postal Saving Bank. Pass Book, K.V.P. Post Office Time Deposit Receipt & Deposit receipt pledged in favour of the District Project Coordinator, SSA Kandhamal in the sealed envelope along with the price bid at the time of submission of bids.

The bids of the technically qualified bidders will be opened for evaluation of the price bid. In case of the bidders quoting less bid price/rate than the estimated cost put to tender and have not furnished the exact amount of differential cost (i.e. estimated cost put to tender minus the quoted amount) as Additional Performance Security in shape of N.S.C., Postal Saving Bank. Pass Book, K.V.P. Post Office Time Deposit Receipt & Deposit receipt, their price bid will not be taken in to consideration for evaluation even if they have qualified in the technical bid evaluation.

Annexure- V

5) Amendment to Para-3.2.8 Note-II of OPWD Code' Vol-I by inclusion

Note-II- In case of tender accepted below schedule of rate the tender amount excluding Centages shall be treated as sanctioned amount and allotment will be limited to that extent. Any deviation in scope of work affecting the agreement amount in such an agreement will be governed by the relevant provisions of OPWD Code.

Annexure- VI

6) Amendment to Appendix- XXX .(Bills) Clause 21 of OPWD Code. Vol-II & to the Clause-6 of F2 contract

Bills- Clause -21- For works above values Rs 5.00 lakh in civil works and work value above Rs 1.00 lakh in electrical/PH works the T.C & Sr.TC will be required to submit bill for each on going work on 20th n or next working day of every month to the concerned DPC. The DPC. on receipt of the bill will take steps for payment of the same by 30th or the next working day during the month. The DPC. in charge of the Division will furnish a certificate to the chief engineer with copy to the concerned Sr.TC that the bills for all ongoing months have been paid failing action will be initiated against the erring officer.

Annexure- VII

7) Amendment to Para-3.5.18 Note-VIII of OPWD Code. VolI

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

Annexure- VIII

GOVERNEMTN OF ODISHA
WORKS DEPARTMENT
.....
OFFICE MEMORANDUM

File No. 07556900012016- 17254 /W dated. 05.12.2017

Sub:- Electronic Receipt, Accounting and Reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids.

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

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

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

- a) The bidders have to log onto the odisha e-Procurement portal ("<https://tendersodisha.gov.in>") using his/her digital signature certificate and then search and then select the required active tender form the "Search Active Tender" option Now, submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
- b) **Uploading of Prequalification/Technical/Financial bid:** The bidders have to upload the required Prequalification /Technical/Financial bid. As mentioned in the bidding document and in line with works Department office memorandum No. 7885/W dt.23.07.2013.
- c) **Electronic payment of tender paper cost and EMD:** Then the bidders have to select and submit the bank name as available in the payment options.
- i. A bidder shall make electronic payment using his/her internet banking enabled account with designated Banks or their aggregator banks.
- ii. A bidder having account in other Banks can make payment using NEFT/RTGS facility of designated Banks

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

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

6. Settlement of Cost of Tender Paper:

- a) **Cost of Tender Paper:** In respect of Government receipts on account of **Cost of Tender Paper** the e Procurement Portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of Tender Paper collected with reference to **Bid identification Number**. The state Procurement cell shall generate Bank-wise challans under the head of Account for **cost of Tender Paper** and instruct the designated Banks to remit the money to the proper head of account of State Government. In respect of the **cost of tender paper** received through the e-procurement portal the remittance to the Cyber Treasury account will be made to the head of Account 0075-Misc. General Services-800-Other Receipts -0097-Misc Receipts-02237-Cost of Tender paper.
- b) For the time being. The State Procurement cell (SPC) will use over the counter payment facility of the Odisha Treasury portal. Thereafter remittance through NEFT & RTGS will be facilitated through the Odisha. Treasury portal
- c) Similarly. In case of State PSUs.Statutory Corporations.Autonomous Bodies and Local Bodies etc.**cost of Tender paper**. The e-procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain and abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The cost of tender papers will be credited to the registered Bank account of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and local Bodies etc.
- d) Bank will refund (In case the Tender inviting Authority (TIA) issues such instructions) the tender fee and EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurements system.
- e) Back-end Transaction matrix of electronic receipt of Cost of Tender Paper and Earnest Money deposit on submission of bids is enclosed in the **Annexure-1**.

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

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

8. Forfeiture of EMD:

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

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

9. Role of the Banks:

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

10. **Role of State Procurement Cell:**
- Communicate requirements of Government departments/State PSUs/Autonomous Bodies/ULBs online payment requirements to National Informatics Centre/ the authorized Banks for mapping /customization.
 - In every working day, the State procurement cell shall generate MIS from the e-Procurement portal to ascertain the tender paper cost received in the e-Tendering process separately bank-wise for the Government Department and the PSUs /ULBs TH SPC shall generate bank-wise separate online challans from the Odisha Treasury portal and make the remittance through over the counter facility or NEFT/RTGS (as and when this functionality is available in Treasury portal) and issue instruction to the bank for remittance of the receipt to the State Government account.
 - The state Procurement Cell shall be responsible for providing challan details and MIS in respect of the remittance towards tender paper cost to the Tender inviting authorities for their record.
 - State Procurement Cell shall monitor the progress of e-Tendering by different Government Departments/ State PSUs/ Autonomous Bodies / ULBs through MIS State Procurement cell shall monitor and send monthly progress reports to the Government.
 - The e-Procurement system will generate consolidated refund & settlement XML file as end of the day activity.
 - e-procurements system will provide a web service for Payment Gateway (PG) provider to pull the encrypted refund and settlements details in XML file against a day.
 - Similarly, payment Gateway (PG) provider will provide a web service to pull the refund and settlement status against a day.
 - e-procurement system will update the status accordingly for reconciliation report.
11. **Role of National Informatics Centre:**
- Customize e-Procurement software and web-pages of Government of Odisha (<https://tendersodisha.gov.in>) to enable the provision for electronic payment.
 - The NIC Odisha will modify / rectify the errors in electronic date relating to the chart of Account.
 - NIC will provide an interface to organizations to download the electronic receipt date.
 - Enable automatic generation of daily XML files from e-Procurement system and ensure delivery of the same to be authorized Banks for enabling automatic refund/settlement of found.
 - NIC shall enable the e-Procurement portal to generate MIS as required for the State Procurement Cell in order to make remittance of the tender paper cost to the State Government account using the Odisha treasury portal.
12. **Role of Cyber Treasury:**
- The cost of the tender paper deposited by the SPC using the Odisha Treasury Portal which will be accounted for by the Cyber Treasury and it shall submit the accounts to A.G (O) as per the established process.
 - The Cyber treasury will provide MIS as required to the SPC for the Purpose of accounting and reconciliation of the electronic remittances made to the State Government account.
13. **Redressal of Public Grievances:**
- The State Procurement cell, Odisha National informatics Centre, Odisha and the e-FPB will have an effective procedure for dealing with, public complaint for e-Receipt related matters In case any mistake is detected by any of the stakeholders in reporting of receipt of tender paper cost of EMD, either suo moto or on being brought to its notice, the State Procurement Cell ,Odisha, National Informatics Centre, Odisha unit Cyber Treasury and the bank will promptly take steps for rectification. The e-Focal Point Branch of the participating Banks, National Informatics Centre, Odisha and the State Procurement cell, Odisha will notify the contact number and address of the Help Desk for resolution of any dispute regarding e-Receipt.
14. **Applicability and modification of existing rules / orders:**
- The modalities prescribed in this office memorandum for downloading of tender paper submission and rejection of bid acceptance of Bids as well as refund and forfeiture of earnest deposit will be applicable for electronic submission of bids through e-procurement portal. Existing provisions regulating cost of Tender paper and earnest Money deposit in OPWD Code and OGFR would stand modified to the extent prescribed in this office memorandum.
- This shall take effect from the date of issue of this office Memorandum.
 - Accordingly, relevant existing codal /contractual provision exist vide office memorandum No. 6785/W dt. 09.05.2017 of works Department stands modified to the above extent.
 - This has been concurred in by the Finance Department vide their UOR No.-39-WF-1 dt.09.11.2017.

Sd/-

E.I.C cum-Secretary to Government

Memo No. 17255

/W. Dated. 05.12.2017

Copy forwarded to P.S to Hon'ble Chief Minister, Odisha for information and Necessary action.

Sd/-

FA-cum-Addl. Secretary to Government

Memo No. 17256

/W. Dated. 05.12.2017

Copy forwarded to OSD to Chief Secretary, Odisha /Sr. P.S. to Development Commissioner-cum-Additional Chief Secretary, Odisha / Sr. P.S. to Additional Chief Secretary, Finance for information and Necessary action.

Sd/-

FA-cum-Addl. Secretary to Government

Memo No. 17257

/W. Dated. 05.12.2017

Copy forwarded to All Department / Managing director, OB & CC Ltd. Bhubaneswar / Managing Director, OCC Ltd. Bhubaneswar for information and necessary action.

Sd/-

FA-cum-Addl. Secretary to Government

Memo No. 17258

/W. Dated. 05.12.2017

Copy forwarded EIC (Civil), Odisha, Bhubaneswar / All Chief Engineers, Odisha / All Superintending Engineers / All Executive Engineers (Under works Department) for information and necessary action.

Sd/-

FA-cum-Addl. Secretary to Government

Memo No. 17259

/W. Dated. 05.12.2017

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

Sd/-

FA-cum-Addl. Secretary to Government

Memo No. 17260

/W. Dated. 05.12.2017

Copy forwarded to the Director, Treasuries & Inspection, Odisha, Bhubaneswar for information and necessary action.

Sd/-

FA-cum-Addl. Secretary to Government

ANNEXURE-1

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

	Cost of Tender Paper	Earnest Money Deposit on Submission of bids
Government Departments	<p>1. The Payment towards the Cost of Tender Paper, In case of Government Departments, shall be collected in separate pooling accounts opened in Focal Point Branch called e-FPB of respective designated banks (as stated in Para2) at Bhubaneswar on T+1 day.</p> <p>II. With reference to the notice inviting Tender / Bid identification Number, the amount so realised is to be remitted to Government Account under the Head a account 0075-Misc. General Services-800-Other Receipts -0097-Misc. Receipts- 02237- Cost of Tender Paper through Odisha Treasury Portal after opening of the bid.</p>	<p>1. In case of tenders of Government departments. Amount towards Earnest Money Deposit on submission of bids shall be collected in a pooling account opened for this purpose at Focal Point branch called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's account within two working days on receipt of instruction from TIA through refund and settlement of e-procurement system.</p> <p>II. In case of forfeiture of Earnest Money Deposit on submission of bids. The e-Procurement portal will direct the Bank to transfer the EMD value from the pooling Account of SPC to the registered account of the tender inviting authority within two working days of receipt of instruction from TIA.</p>
State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies	<p>1. In case of state PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc. the amount towards Cost of Tender paper on submission of bids shall be collected in separate pooling accounts opened in Focal point Branch called e-FPB of respective designated banks at</p>	<p>1. Amount towards EMD on submission of bids shall be collected in a separate pooling account of Focal point Branch called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's account on receipt of instruction from TIA through</p>

	<p>Bhubaneswar on T+1 day.</p> <p>II. The paper cost will be transferred to the respective current accounts of concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc. after opening of bid.</p>	<p>refund and settlement of e-procurement system within two working days from receipt of such instruction.</p> <p>II. In case of forfeiture of Earnest Money Deposit on submission of bids the e-procurement portal will direct the Bank to transfer the EMD value from the pooling Account of SPC to the registered account of the tender inviting authority within two working days of receipt of instruction from TIA.</p>
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Annexure- IX

**GOVERNMENT OF ODISHA
WORKS DEPARTMENT**

OFFICE MEMORANDUM

File No. 075569000142018- 12925 /W dated. 23/8/2018

Sub:- Amendment to Rule-15 of Appendix-IX of the Odisha Public Works Department Code, Volume-I Refund of Tender paper cost to the Bidder in case of Single Tender- By inclusion.

After careful consideration Government have been pleased to amend the Rule-15 of Appendix-IX of the Odisha Public Works Department Code, Volume-I by inclusion as Note-1 below the provision as follows:-

"In case of cancellation of Single Tender which have not been evaluated, the Tender paper cost deposited by the concerned Bidder shall be refunded to him/ her"

1. This shall take effect from the date of issue of this office Memorandum.
2. This has been concurred in by the Finance Department vide their U.O.R No.969-PSF dt. 16.5.2018.

Sd/-

E.I.C cum-Secretary to Government

Memo No. 12926

/W. Dated. 23.8.2018

Copy forwarded to P.S to Hon'ble Minister, Works, Odisha for information and Necessary action.

Sd/-

FA-cum-Addl. Secretary to Government

GOVERNMENT OF ODISHA
FINANCE DEPARTMENT

No 8943 IF FIN-COD-MISC-0007-2019 Dated_18/3/2021'

OFFICE MEMORANDUM

Subject: Bid Security / Earnest Money Deposit (EMD)

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

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

3. Considering the difficulties faced by the vendors and to facilitate competition in wake of slowdown of the economy due to Covid-19 pandemic, it is hereby decided that **no provisions regarding Bid Security should be kept in the Bid Documents and only provision for "Bid Security Declaration" should be kept**. Further, wherever, there are compelling circumstances to ask for Bid Security, the same should be done only with the approval of the next higher authority to the authority competent to finalize the tender.

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

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

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

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

By Order of Governor,

SD/-17.3.2021

(Ashok Kumar Meena)

Principal Secretary to Government

Memo No 8944 /F Dated 18.3.2021

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

Sd/-

Deputy Secretary to Government.

Memo No 8945 /F Dated 18.3.2021

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

Sd/-

Deputy Secretary to Government.

Memo No 8946 /F Dated 18.3.2021

Copy forwarded to all Departments / Secretary OLA / Accountant General (A&E), Odisha, Bhubaneswar / Accountant General (G&SSA), Odisha, Bhubaneswar / Accountant, General (E&RSA), Odisha, Bhubaneswar / Deputy Accountant General (Works), Odisha, Puri / Advocate General, Odisha, Cuttack / All Financial Advisors / All Assistant Financial Advisors / Director,

Gopabandhu Academy of Administration, Bhubaneswar / Principal, short Hand and Type Writing Institute, Bhubaneswar / all Treasury Officers / All Special Treasury Officers / All Sub-Treasury Officers for information and necessary action,

Sd/-
Deputy Secretary to Government.

Memo No 8947 /F Dated 18.3.2021

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

Sd/-
Deputy Secretary to Government.

Memo No 8948 /F Dated 18.3.2021

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

Sd/-
Deputy Secretary to Government.

Memo No 8949 /F Dated 18.3.2021

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

Sd/-
Deputy Secretary to Government.

Memo No 8950 /F Dated 18.3.2021

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

Sd/-
Deputy Secretary to Government.

Memo No 8951 /F Dated 18.3.2021

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

Sd/-
Deputy Secretary to Government.

**GOVERNMENT OF ODISHA
WORKS DEPARTMENT**

OFFICE MEMORANDUM

No.07556900052021- 4559/W Bhubaneswar, dated the 5.4.2021

Sub: Additional Performance Security in case of Abnormally Low Bids (ALBs).

Additional Performance Security (APS) is being obtained from the Successful Bidder when the Bid amount is less than estimated cost put to tender to the extent of exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount in shape of Term Deposit receipt pledged in favour of Divisional Officer/ Bank Guarantee in favour of the Divisional Officer from any Nationalized/ Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar within seven days of issue of Letter of Acceptance (LoA) by the Divisional Officer (by e-Mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the Earnest Money Deposit/ Bid Security shall be forfeited. Further proceeding for Blacklisting shall be initiated against the bidder as per amendment to Para 3.5.5. (V) of OPWD code, Volume-I vide Works Department Office Memorandum No.14459/W dated 20.09.2018.

2. The State Government is in receipt of many representations that on account of slowdown in economy due to the pandemic COVID-19, there is acute financial crunch among many contractors which in turn is affecting timely execution of the contracts. It has also been represented that this may affect the ability of the contractors to bid in tenders and hence reduce competition. Requests are being received for reduction in quantum of Additional Performance Security in the Government Contracts.

3. In view of the above, the State Government is pleased to fix the following rate 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	Form 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).

4. This shall taken effect from the date of issue of this Office Memorandum.

5. The codal provision exists in Works Department Office Memorandum No.14459/W dated 20.9.2018 stands modified to the above extent with effect from the date of issue of this office Memorandum.

By order of Governor,
Sd/-

(Dr. Krishan Kumar)

Commissioner-cum-Secretary to Government.

Memo No.4560/ Dt. 5.4.2021.

Copy forwarded to Private Secretary to Hon'ble Chief Minister, Odisha/ Private Secretary to Hon'ble Minister, Works, Steel & Mines, Odisha for kind information of Hon'ble Chief Minister, Odisha & Hon'ble Minister, Works, Steel & Mines, Odisha.

Sd/-

FA-cum-Addl. Secretary to Government.

Memo No.4561/ Dt. 5.4.2021.

Copy forwarded to OSD to Chief Secretary, Odisha Private Secretary to Development Commissioner-cum-Additional Chief Secretary, Odisha/ Sr. Private Secretary to

Principal Secretary, Finance Department for kind information to Chief Secretary/ Development Commissioner-cum-Additional Chief Secretary/ Principal Secretary, Finance Department.

Sd/-

FA-cum-Addl. Secretary to Government.

Memo No.4562/ Dt. 5.4.2021.

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

Sd/-

FA-cum-Addl. Secretary to Government.

Memo No.4563/ Dt. 5.4.2021.

Copy forwarded to All Departments of Government/ Managing Director, OB&CC Ltd, Bhubaneswar/ Managing Director, OCC Ltd. Bhubaneswar/ Managing Director OSPH&WC, Bhubaneswar for information and necessary action..

Sd/-

FA-cum-Addl. Secretary to Government.

Memo No.4564/ Dt. 5.4.2021.

Copy forwarded to EIC (Civil) Odisha,/ EIC (Buildings), Odisha/EI, Water Resources, Odisha/EIC (Rural Works) Odisha/ All Chief Engineers under the Administrative control of Works Department, R.D. Department, Water Resources Department and H&UD Department/ All Superintending Engineers (under Works Department)/ All Executive Engineers (under Works Department) for information and wide circulation among subordinate offices.

Sd/-

FA-cum-Addl. Secretary to Government.

Memo No.4565/ Dt. 5.4.2021.

Copy forwarded to OSWAS Control Room with a request to upload in the web-site of Works Department..

Sd/-

FA-cum-Addl. Secretary to Government.

Memo No.4566/ Dt. 5.4.2021.

Copy forwarded to Director, Printing, Stationary & Publication, Odisha, Cuttack by e-mail (Deputydiretorpp@redifmail.com) for publication of the office Memorandum I the next issue of Odisha Gazette and supply 20 (twenty) copies to this Department for official use..

Sd/-

FA-cum-Addl. Secretary to Government.

WORKING EXPERIENCE

LIST OF ON-GOING WORKS IN HAND.

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

WORKING EXPERIENCE

LIST OF WORKS 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

ANNEXURE-3

PLANT AND EQUIPMENT PROPOSED TO BE EMPLOYED BY THE APPLICANT FOR USE ON THE WORK

Sl. No.	Name of equipment	Total requirement			Equipment in hand			Equipment to be procured			Whether documentary evidence	Reference to documentary evidence	Remarks
		No. of units	Kind and make	Capacity	No. of each	Year of manufacture and present	Present location	No. of each	Capacity	Through lease			
1	2	3	4	5	6	7	8	9	10	11	12	13	14

A. Construction Equipments

B. Vehicle Trucks etc.

Reference Annexure I for list of essential equipments for contracts

1. If leased indicate the date when the current lease expires

APPROVED

Sd/-

DEO-cum-District Project Coordina

