

GOVERNMENT OF ODISHA

(HOUSING & URBAN DEVELOPMENT)

OFFICE OF THE MUNICIPAL COUNCIL, BELPAHAR
DIST- JHARSUGUDA

Email- nacbelpahar@gmail.com

Telephone-06645-250458

DETAILED TENDER CALL NOTICE (DTCN) FOR

**"Reclamation of Water Bodies at Belpahar Municipality for
Package-II (2 water bodies) i.e. Gomadera Suru Kanta, Muchbahal
Kanta"**

ESTIMATED COST: 284.61 lacks

Bid Identification No.2018_ORULB_46506

PART-I : General & Technical Bid

COST OF BID DOCUMENT: Rs.10,000.00

MAY - 2018

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SECTION-1
GOVERNMENT OF ODISHA
(HOUSING & URBAN DEVELOPMENT DEPARTMENT)
OFFICE OF THE MUNICIPAL COUNCIL,BELPAHAR

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NOTICE INVITING TENDER (NIT) FOR THE WORK
“Reclamation of Water Bodies at Belpahar Municipality for
Package-II (2 water bodies) i.e. Gomadera Suru Kanta,
Muchbahal Kanta”

NATIONAL COMPETITIVE BIDDING THROUGH e-Procurement

Bid Identification No._2018_ORULB_46506

No.1135 Dt. 03.05.2018

The **Executive Officer, Belpahar Municipality** on behalf of Belpahar Municipal Council invites **Percentage Rate Bids (Composite tender)** through **e-Procurement** in conformity with the terms and conditions of the Detailed Tender Call Notice (DTCN) in Two Bid system (Part-I: General & Technical Bid and Part-II: Price Bid) from **Class A & Special class Contractors** registered with the Odisha State Government and Contractors of equivalent grade/class registered with Central Government/ any other State Government/ MES/ Railways having experience and expertise in Design, Construction, Testing & Commissioning of Similar Type of Works and fulfilling minimum eligibility criteria as stated hereunder and other detailed qualifying requirements given in the DTCN to be eventually drawn up in the **Standard P-1 Contract Form of Odisha PWD**. The bid should be submitted on-line in the website www.tendersodisha.gov.in by eligible class of contractors. The bidders should have the necessary Portal Enrolment (with his own Digital Signature Certificate). Contractors registered elsewhere but not registered with Government of Odisha can also participate in the e-procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of work / signing of the Agreement as per prevalent registration norms of the State.

Sl. No.	Name of the Work	Value of Work (Rs. In lack)	Class of Contractor	Bid Security (EMD) (Rs.)	Cost of Bid Document (In Rs.)	Period of completion
1	2	3	4	5	6	7
1.	Reclamation of water bodies Gomadera Suru Kanta.	148.20	A Class & Special Class	284610.00	10,000.00	12 (Twelve) Months
2.	Reclamation of water bodies Muchbahal Kanta.	136.41				
Total		284.61				

2. Mode of Submission of tender: Tender should be submitted online in www.tendersodisha.gov.in.
3. The bidders desirous to participate in bidding must possess compatible Digital Signature Certificate of Class-II or Class-III and should follow the changes/ modifications/ addendum to DTCN if any.
4. The original documents i.e., Bid Document cost, EMD, Affidavits, Undertakings & Certificates as per the Schedules and Annexure of DTCN that have been uploaded by the bidder in the e-tender website by **17.00 Hours of 21.05.2018** should be submitted to the **Executive Officer, Belpahar Municipality** for verification, so as to enable opening of Technical Bid at **11.00 AM of 25.05.2018**!

5. **Critical Dates:-**

SN	Description	Critical Dates
(i)	Period of availability of tenders on-line :	From 10.00 Hrs. of 05.05.2018 to 17.00 Hrs. of 21.05.2018
(ii)	Last date & time of seeking clarification as per Schedule-J :	17.00 Hrs. of 12.05.2018
(iii)	Last date & time of bidding on-line :	17.00 Hrs. of 21.05.2018
(iv)	Date & time of opening of Technical Bid :	11.00 Hrs. of 25.05.2018

6. **Minimum Eligibility Criteria:-**

- i) **The Firms/ Companies/ Registered Contractors should have successfully Completed & Commissioned Works of similar type valuing not less than 30% of the estimated cost in any one year during the last 5 (five) years.** However, such similar type of work must cover **at least one Water Bodies work renovation / Construction of Water Bodies / underwater works / Dams / River Training Works / Canal works / Minor Irrigation Works / Earth and Mass Concreting Works / Water Supply Projects / Sewerage Project / Road Works / Building Works.** The firm shall have to submit the performance certificate of the works constructed by them for satisfactory performance from appropriate authority i.e., not below the rank of Executive

Engineer/equivalent. Weightage @ 10% per year shall be given on the value of the completed work in the preceding years.

- ii) The Firms/Companies/Registered Contractors should have annual financial turnover of not less than **40% of the estimated cost** in any one year in civil **Construction Works** during last 5 (five) years and the turn over need to be certified by Chartered Accountant. Weightage @ 10% per year shall be given on the annual turnover of the preceding years.
- iii) **If the bid has been invited in a common notice for different works or tender invited for different works in consecutive notice in a shorter time period, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.**
In such cases, the order of opening of the bids shall be that in which they appear in the 'Invitation for Bids'. Fulfilment of one's bid capacity and other eligibility criteria in any one or more bids (in seriatim) will make him ineligible for subsequent bids.
7. The bid for the work shall remain open for acceptance for a period of **120 (One Hundred Twenty) days from the date of opening of price bids**. If any Bidder/ Tenderer withdraws his bid/tender before the said period or makes any modifications in the terms and conditions of the bid, the earnest money deposited by the bidder/tenderer shall stand forfeited.
8. Other details can be seen in the bidding documents, which is available in website www.tendersodisha.gov.in.
9. The Bidder should have not been black listed by any Govt./ Govt. Undertaking on the bid opening date. Self-declaration certificate by Bidder in the form of Affidavit is to be submitted.
10. All amendments, time extension, clarifications etc. will be uploaded in the website only. Bidders should regularly visit the above website to keep themselves updated.
11. Authority reserves the right to reject any or all the tenders without assigning any reasons thereof.
12. **Name and Address of the Officer Inviting Bids:**
Executive Officer
Belpahar Municipality, Belpahar
Phone : 06645-250458
e-mail :nacbelpahar@gmail.com

Sd/-
Executive Officer
Belpahar Municipality.

Memo No. **1136** / Dated.**03.05.2018**

Copy submitted to the Director Municipal Administration & Ex- Officio Addl.
Secretary to Govt. H & UD Deptt, Govt of Odisha, Bhubaneswar.

Sd/-
Executive Officer
Belpahar Municipality.

Memo No. **1137** / Dated.**03.05.2018**

Copy forwarded to the District Magistrate & Collector, Jharsuguda/Project Director,DRDA-cum P.D. DUDA, Jharsuguda/ E.E.,R&B/E.E.-NH/E.E. RD/SDO,R&B/S.E. PH,Sambalpur/Sub-Collector/E.E.-cumILW,PHED,Jharsuguda/Executive Officer,Jharsuguda Municipality/Executive Officer,Brajrajnagar Municipality/Office Notice Board for wide publication.

Sd/-
Executive Officer
Belpahar Municipality.

CHECK LIST TO BE FILLED UP BY THE BIDDER

Name of the Work : **Reclamation of Water Bodies at Belpahar Municipality for Package-II (2 water bodies) i.e. Gomadera Suru Kanta, Muchbahal Kanta.**

Sl. No	Particulars	Reference to Clause no.	Whether furnished		Reference to Page no.
			Yes	No	
01.	Cost of Bid Document Rs.10,000.00 (Demand Draft/Bankers Cheque)	As per NIT			
02.	Bid Security (EMD) for Rs. 284610.00 (Deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Postal Office Time Deposit Account)	DTCN Clause No.2(B)23.1			
03.	Copy of valid Registration Certificate	DTCN Clause No.2(A).a.v			
04.	Copy of valid GST Registration Certificate / GSTIN	DTCN Clause No.2(A).a.iii			
05.	Copy of PAN Card	DTCN Clause No.2(A).a.iv			
06.	No Relationship Certificate	DTCN Clause No.2(A).a.vii			
07.	Works Experience -	Schedule-D			
(a)	List of similar works executed during last 5 years	Schedule-D (Item-3)			
(b)	Works in hand-Approximate value of existing commitment and ongoing works.	Schedule-D (Item-4)			
(c)	Bid Capacity Calculation Sheet	Schedule-D (Item-5)			
08.	Information regarding current litigation,	Schedule-E			
(a)	debaring / expelling of the tender or abandonment of the work by the tenderer				
(b)	Affidavit / Declaration	Schedule-F			
09.	Work schedule in the form of Bar Chart	DTCN Clause No.7.14			
10.	Self-declaration certificate by the bidder in the form of Affidavit- for not being blacklisted by any Govt./ Govt. Undertaking	As per NIT			
11.	Self-declaration certificate by the bidder in the form of Affidavit- declaring that in last 3 financial years they have not applied for/ are undergoing Corporate Debt Restructuring (CDR) /Strategic Debt Restructuring (SDR) or facing recovery proceedings from Financial Institutions or those are facing Sickness and under consideration of Board for Industrial and Financial Reconstruction (BIFR)	DTCN Section - 2(B) Clause No.8.4			

CONTRACT DATA

A. GENERAL INFORMATIONS

S N	Item	Details
1	Bid Identification No.	2018_ORULB_46506
2	Name of the Work	Reclamation of Water Bodies at Belpahar Municipality for Package-II (2 water bodies) i.e. Gomadera Suru Kanta, Muchbahal Kanta.
3	Officer inviting tender	Executive Officer, Belpahar Municipality
4	Executive Engineer concerned with head quarters authorised as Executive Officer of this work.	N/A
5	Superintending Engineer with head quarter	N/A
6	Accepting Authority	Executive Officer, Belpahar Municipality
7	Estimated Cost	284.61 lacks

B. BID INFORMATION

8	Intended completion period/Time period assigned for Completion	12 (Twelve) Calendar Months
9	Last Date & time of submission of Bid	17.00 Hrs. of Dt. 21.05.2017
10	Cost of Bid Document	Rs.10,000.00 in shape of Bank Draft
11	Bid Security (EMD)	Rs. 284610.00 Deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Postal Office Time Deposit Account duly pledged in favour of the Executive Officer, Belpahar Municipality and payable at Belpahar. (N.B.: - Bank Draft / Pay orders or Bankers cheque from any Nationalised banks in favour of Executive Officer shall not be considered as E.M.D)
12	Additional Performance Security	
i)	Amount	Differential Cost i.e., Estimated Cost put to tender minus the Quoted Amount
ii)	Pledged in favour of	Executive Officer, Belpahar Municipality
iii)	Payable at	Samada, Belpahar
iv)	Type of Instrument	As specified in the Bid document
13	The Financial years of last five years	2013-14 to 2017-18
14	Bid validity period	120 days from the date of opening of Price Bid
15	Currency of Contract	Indian Rupees
16	Language of Contract	English

SECTION- 2(A)

DETAILS OF THE DOCUMENTS TO BE FURNISHED FOR ONLINE BIDDING

- (a) Scanned copies of the following documents to be up-loaded in appropriate place in PDF format in the website www.tendersodisha.gov.in.
- i. Payment of Cost of Bid Document – Scanned copy of DD.
 - ii. Submission of Bid Security (EMD) – Scanned copy of documents as mentioned at clause (e) of this Section.
 - iii. **GST Registration Certificate / GSTIN.**
 - iv. PAN Card.
 - v. Registration Certificate.
 - vi. Affidavit regarding correctness of certificates.
 - vii. Affidavit regarding no relation certificate.
 - viii. Work experience certificate from the authority not below the rank of Executive Engineer.
 - ix. Annual Turnover Certificate from Chartered Accountant for last five financial years with break-up of **Construction Works & Total Works** for each financial year.
 - x. Any other relevant required document, if any.
- (b) Scanned Copies of the Certificates/Formats showing details of information to be furnished as per the enclosed formats should be uploaded in appropriate place after converting the same to PDF.
- Schedule A - Structure & Organisation.
 - Schedule B - Financial statement
 - Schedule C - List of tools, plant & equipment proposed to be deployed in the work.
 - Schedule D - Work experience
 - Schedule E - Information regarding current litigation/debarment etc.
 - Schedule F - Information on Electrical License/Collaboration.
 - Schedule G - Declaration.
 - Schedule H - Solvency certification from Bank
 - Schedule I - Any other information.
 - Schedule J - Format for Seeking Clarification
- (The details of the Format is enclosed in the DTCN)
- (c) Uploaded documents of valid successful bidders will be verified with the original before acceptance of offer.
- (d) DTCN is not to be uploaded by the bidder. The bidder has to only agree / disagree on the conditions in the DTCN. The bidders, who disagree on the conditions of DTCN, can not participate in the tender.

- (e) **Cost of Bid Document should be made only in the form of a Demand Draft (DD)/Bankers cheque from any Scheduled Bank drawn in favour of Belpahar Municipality payable at Belpahar. The scanned copy of the DD/Bankers cheque may be uploaded online. Bid Security amount (EMD) should be paid as Deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Postal Office Time Deposit Account duly pledged in favour of the Executive Officer, Belpahar Municipality and payable at Belpahar** by the Bidder, failing which the bidder will be disqualified. Tenders not accompanied with Cost of Bid Document and E.M.D. as specified above will not be considered and rejected. No adjustment of E.M.D. from one work to another will be entertained. The bid security should remain valid minimum of 45(Forty-five) days beyond the bid validity period.

The payment of Cost of Bid Document and Bid Security (EMD) shall be in the form as mentioned in this clause. Any reference to online payment of these items in this document therefore may be ignored.

SECTION- 2(B)

INSTRUCTIONS TO BIDDERS

A. GENERAL

1. Definitions:

- (a) "Employer" means the **Belpahar Municipality** represented by the **Executive Officer, Belpahar Municipality** or his authorised representative with whom the selected Contractor signs the contract for the services.
- (b) "Contractor" / Bidder / Firm / Engineer Firm / Company carry the same meaning through out the DTCN and Contract.
- (c) "Contract" means the contract/ agreement signed by the parties along with all attached documents listed in the DTCN (Tender Document Part -I & II).
- (d) "Data Sheet" means such part of the Instructions to Contractor as are used to reflect assignment conditions and evaluation of the bid.
- (e) "Day" means a calendar day.
- (f) "Government" means the Government of Odisha.
- (g) "Instructions to Bidders (Section-2(B) of the Part-I of DTCN) means the document which provides all information needed to prepare their proposals.
- (h) "NIT" (Section-1 of the DTCN) means the Letter of Invitation being sent by the Employer.
- (i) "Personnel" means professionals and support staff provided by the Contractor and assigned to perform the services in full or in any part thereof.
- (j) "Proposal" means the Technical Proposal (Tender Document Part I – General & Technical Bid) and the Financial Proposal (Tender Document Part II – Price Bid).
- (k) "DTCN" means the Detailed Tender Call Notice prepared by the Employer for the selection of contractor which includes Part-I & II.
- (l) "Govt". means Govt. of Odisha or Govt. of India as the case may be.

2. Introduction / Selection Procedure:

The Employer named in the Data Sheet will select a contract firm to execute the work as described in the scope of work and in the Data sheet.

The Contractor shall bear all costs associated with the execution of the work on **Percentage Rate Bid**. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to contract award without thereby incurring any liability to the Contractor.

3. Location of the Project:

The place of action is at **Belpahar Municipality** in the district of **Jharsuguda** in the **State of Odisha**.

4. Source of Funding:

The work will be funded by **Government of Odisha**.

5. Eligibility:

- 5.1. A Bidder shall be deemed to have the nationality of India.
- 5.2. **A Bidder shall be A Class /Special Class Contractors registered with the Odisha State Government and Contractors of equivalent grade/class registered with Central Government/ any other State Government/ MES/ Railways.**
- 5.3. Registered Contractor of **A Class / Special Class** of Odisha State PWD or equivalent class of CPWD / Railway / MES / Central or other State Govt / Navratna PSU (documentary support for equivalent class to be submitted). Proof of registration is to be furnished along with the tender.
- 5.4. No Joint Venture is allowed.
6. **History of Litigation and Criminal Record:**
If any criminal cases are pending against the Contractor (him/her/partners) at the time of submitting the tender, then the tender shall be summarily rejected.
7. The Contractor has to furnish a declaration that no near relatives are working in the cadre of an Assistant Engineer/ Assistant Executive Engineer / Executive Engineer and above in the any govt. Organisation .
8. **Other Requirements:**
 - 8.1. Even if the Contractor meets other criteria, his tender shall be summarily rejected if he is found to have misled or made false representation in the form of any of the statements submitted in proof of the eligibility and qualification requirements.
 - 8.2. The tender shall also be summarily rejected if he has a record of performance such as absconding from work, works not properly completed as per contract, inordinate delays in completion, financial failure.
 - 8.3. In addition to the above, even while executing the work, if it is found that he produced false / fake, certificates in his tender, he will be blacklisted.
 - 8.4. The bidders who have in last 3 financial years applied for / are undergoing Corporate Debt Restructuring (CDR)/Strategic Debt Restructuring (SDR) or facing recovery proceeding from Financial Institutions or those are facing Sickness and under consideration of Board for Industrial & Financial Reconstruction (BIFR) are not eligible for qualification. Self declaration Certificate by the bidder in the form of affidavit is to be submitted.
9. **Original Certificates:**
Original documents/certificates shall be produced as and when required to verify the copies of statements and other information furnished along with tender. Failure to produce original documents in time will lead to disqualification.
10. **Cost of Tendering:**
The Contractor shall bear all expenses associated with the preparation and submission of his tender, **Executive Officer, Belpahar Municipality, Odisha,** shall in no case be responsible or liable for reimbursement of such expenses.
11. **Site Visit:**
The contractor is advised to visit and examine **Belpahar Municipality** in the district of **Jharsuguda** and its surroundings and obtain for himself all information that may be necessary for preparing the tender and quoting rates at his cost and responsibility.

B. TENDER DOCUMENTS

12. **Tender Documents:**

- 12.1. A set of Tender Documents comprising of the General & Technical Bid and the Price Bid includes the following together with all Addenda thereto, which may be issued in accordance with **Clause 2(B)13 and Clause 2(B)14.**

PART- I : GENERAL & TECHNICAL BID

Section	Description
DTCN Part – I: General & Technical- Bid	
Section-1	Notice Inviting Tender (NIT)
	Check List to be Filled up by the Bidder
	Contract Data
Section-2(A)	Details of the Documents to be Furnished for Online Bidding
Section-2(B)	Instructions to Bidders
Section-2(C)	Data Sheet
Section-2(D)	Letter for Submission of Tender
Section-2(E)	Tender Declaration
Section-2(F)	Letter of Acceptance of Tender
Section-2(G)	Memorandum
Section-3	Information regarding Tenderer
Section-4	Declaration by the Tenderer
Section-5	Form of Agreement
Section-6	Conditions of Contract
Section-7	Special Conditions of Contract
Section-7A	Site Visit And Construction Facilities
Section-8	Scope of Work
Section-9	Technical Specifications & Design Criteria
Section – 10	Payment Break-up Schedule
Section – 11	Drawing
Schedule-A to J	Formats for furnishing Information by the Bidder
Annexure - 1	Roles and Responsibilities of the PMC Consultant appointed by OUIDF
Appendix - I	Executive Instruction regarding calling for and acceptance of tenders in e-Procurement in Govt. of Odisha
DTCN Part – II: Price Bid/BoQ	

- 12.2. The Contractor is expected to examine carefully all instructions, terms of reference, tender conditions, forms, appendices to tender, addenda in the tender documents. Failure to comply with the requirements of tender submission will be at the contractor's own risk.

13. **Clarification of Tender Documents:**

The Contractor shall carefully examine the tender documents and be fully informed of all the conditions and matters, which may in any way affect the work or the cost thereof. Should a Contractor find any discrepancy in or omission from the specification or any other of the tender documents or should he be in doubt as to their meaning, he should immediately address a clarification online **as per format at Schedule-J**.

14. **Amendment of Tender Documents:**

- 14.1. At any time prior to the dead line for submission of tenders, **Executive Officer, Belpahar Municipality** may for any reason, whether at its own initiative or in response to the clarifications requested by the prospective Contractor, modify the tender documents by issuing an Addendum.
- 14.2. Such addenda will be notifying in the website and will be binding upon them.
- 14.3. In order to afford prospective Contractor reasonable time to take such addenda into account in preparing their tenders, **Executive Officer, Belpahar Municipality** at his discretion, may extend the dead line for the submission of tenders, if necessary.

C. PREPARATION OF TENDER DOCUMENT

15. **Language of the Documents:**

All documents relating to the Tender shall be in the English language.

16. **Documents Comprising the Tender:**

- (a) General & Technical Bid (Part-I of Tender Document)
- (b) Price Bid (Part-II of Tender Document)
- (c) All documents stipulated elsewhere in the DTCN.

17. **Sufficiency of Tender:**

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the services to be provided and of the prices quoted in the financial bid, which shall cover all his obligations under the contract and all matters and things necessary for the successful accomplishment of the work.

18. **Preparation of Proposal:**

- 18.1. The Proposal (see Section-2(B) Clause 1(J)) as well as all related correspondence exchanged by the employer & the Contractor shall be written in the language specified in the Data Sheet.
- 18.2. In preparing the proposal, the Contractor is expected to examine in detail the documents comprising the DTCN. Material deficiencies in providing the information requested may result in rejection of a proposal.

18.3. **Site Inspection by tenderer.**

The tenderer shall inspect the site at his own cost and shall satisfy himself with regard to the nature and extent of the work involved, the actual site conditions, existing facilities and shall collect any other information which may be required

before submitting the tender. Any further data required during execution of the work / scheme shall be ascertained by the contractor at his own cost.

19. Technical Proposal Format and Content:

The Contractor should have sufficient man power to execute & complete the work within the time schedule. He should have sufficient financial background / work experience with specification in construction of water supply scheme / tools, plant, machinery and equipment required for execution of the work / free from litigation / have good working record of completion of the works in time. It may be noted that the contractor should satisfy the minimum eligible criteria for award of Contract. The Technical Proposal shall provide the information indicated in the following paragraphs (clause 2(B)19.1 to 2(B)19.12) using the attached Standard Forms. A page is considered to be one printed side of A4 or letter size paper.

- 19.1. The Contractor has to furnish the names of the professional staff to be deployed in the work with their qualification / experience in Scheduled-'A'.
- 19.2. A description of the approach, methodology and work plan for performing the assignment.
- 19.3. The list of the tools, plant, machinery & equipment to be deployed in the work as per Schedule 'C'.
- 19.4. Work completion certificate from an Engineer/any other officer not below the rank of an Executive Engineer/equivalent in support of the work executed as furnished in Scheduled-D.
- 19.5. Bio-data of the professional staff furnished need be signed by the staff themselves or by their authorized representatives.
- 19.6. Annual financial turn over of the last **5 (five)** years shall be Audited accounts of the firm/Contractor and certified by Chartered accountant and to be indicated in Schedule-B.
- 19.7. Solvency Certificate from a Scheduled Bank (Schedule – G).
- 19.8. **GST Registration Certificate / GSTIN.**
- 19.9. Copy of PAN Card.
- 19.10. Copy of Contractor's Registration Certificate.
- 19.11. General Power of Attorney if required in favour of the authorised signatory.
- 19.12. Other information as required.
- 19.13 The Technical Bid shall not include any financial information related to the Price Bid. **A Technical Bid containing financial information related to the Price Bid shall be declared non responsive.**

20. The Financial Proposal:

- 20.1. The Contractor shall quote his rates on prescribed form of the Bill of Quantities (BoQ) already supplied in the Tender.
- 20.2. The offer shall be inclusive of all costs associated with the assignment including cost of all materials to be utilized in the work, cost of T&P, consumables, infrastructure backup etc. The offer shall also be inclusive of all duties, levies, taxes of the Central and State Govt. Further it shall also include all other expenses incidental thereto for successful accomplishment of the assignment in conformity with the DTCN.
- 20.3. The contractor should make realistic assessment of the exhaustive nature of work and the extent of expert technical and managerial inputs and resources required to

carry out the work diligently to complete the work within the stipulated time and quote their offer accordingly.

20.4. The rate quoted by the firm shall be firm.

21. Tender Validity:

21.1. The proposal must remain valid for **120 (One Hundred Twenty) days** from the date of opening of price bid.

21.2. A Contractor agreeing to the request of extending the validity period of the proposal will not be required or permitted to modify his tender, but will be required to extend the validity of his EMD.

22. Authorisation, Corrections, Erasures etc. in Tender Papers:

22.1. The tender document shall be digitally signed by a person duly authorized to do so. Proof of authorization shall be furnished in the form of a certified copy of Power of Attorney, which shall accompany the tender.

22.2. The completed tender shall be submitted without any alterations, inter-relations or erasures except those which accord with instructions given by the **Executive Officer, Belpahar Municipality**.

22.3. Only one tender shall be submitted by a contractor. Submission of bids through e-Procurement portal the system shall consider only the last bids submitted through portal.

23. Cost of Bid documents/Earnest Money Deposit / ISD / SD / Additional Perform Security & GST:

23.1. Cost of Bid documents:

Bids must be accompanied with scan copy of demand draft towards cost of tender document non-refundable. The same shall be in the form of demand draft/Banker cheque on any Nationalised Bank, in favour of the Executive Officer, Belpahar Municipality, Belpahar, payable at Belpahar, Odisha.

23.1. Earnest Money Deposit:

The Earnest Money Deposit (**EMD**) in the form of Deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Postal Office Time Deposit Account duly pledged in favour of the Executive Officer, Belpahar Municipality and payable at Belpahar as per the works Department Memorandum No.- 14299, dt: 03.10.2017. Bank Draft / Pay orders or Bankers cheque from any Nationalised banks in favour of Executive Officer shall not be considered as E.M.D. Tenders without EMD or with Part EMD or EMD in any other form shall not be accepted and such tenders shall be out rightly rejected.

23.2. Return of EMD:

Belpahar Municipality shall return the Earnest Money Deposit on cancellation of bids to respective bidders.

The earnest money given by other two parties (L₂ & L₃) except one whose tender is accepted shall also be refunded within 15 (fifteen) days of the acceptance of the tender on application / request.

EMD shall also be returned to the unsuccessful bidders of General & Technical Bid (Part –I of tender documents) after finalisation of its evaluation or last date of the tender validity period whichever is earlier on application/request.

In case of the successful bidders the EMD shall be retained till the bidder furnishes the Initial Security Deposit and executes the Agreement.

23.3. Initial Security Deposit:

The successful Tenderers, after receipt of formal order shall have to furnish Initial Security Deposit (ISD) equal to 1% (one percent) of the accepted value of the tender in shape of NSC/Postal Saving Pass Book /Post Office Time Deposit /Kishan Vikash Patra/Deposit Receipt in Schedule Bank duly pledged in favour of the **Executive Officer, Belpahar Municipality** Payable at **Belpahar** within 7(seven) days of receipt of intimation failing which their tender shall be cancelled with the forfeiture of EMD. Only after

23.4. Additional Performance Security:

Additional Performance Security (**APS**) i.e. the differential cost of the estimated cost put to tender minus the quoted amount shall be obtained only from the successful bidder when the bid amount is less than the estimated cost put to tender.

In view of Works Department Letter No.13286/W Dt.07.09.2017, the said condition of providing Additional Performance Security of the amount of difference can be imposed only for a successful bidder.

On intimation from the tender inviting authority, the Successful bidder shall submit the required amount of Additional Performance Security in shape of NSC/ Postal Saving Pass Book /Post Office Time Deposit /Kishan Vikash Patra /Deposit Receipt in Scheduled Bank duly pledged in favour of **Executive Officer, Belpahar Municipality** Payable at **Belpahar** before issuance of Letter of Acceptance (LoA).

23.5. GST Registration Certificate / GSTIN:

Tenderers are required to submit attested copies of valid **GST Registration Certificate / GSTIN**.

23.6. Security Deposit

In addition to that **5% of gross value** will be deducted from bill(s) of the contractor toward **Security Deposit (SD)** which will be refunded after the financial audit.

23.7. The EMD shall be forfeited, if, (a) a contractor withdraws the tender during the validity period of tender or (b) if the firm fail to furnish ISD within due time or (c) the successful tenderer fails to sign the Agreement for whatever reason.

23.8. In consideration of the **Executive Officer, Belpahar Municipality** to investigate and to take into account each tender and in consideration of the work thereby involved, all earnest money deposited by the tenderer will be forfeited in the event of such tenderer either modifying or withdrawing his tender at his instance within the validity period.

24. Signing of Tenders / Bid

All tender documents will be signed digitally with Digital Signature Certificate (DSC). The online bidder shall digitally sign on all statements, documents, certificates, uploaded by him, owing responsibility for their correctness / authenticity as per IT Act 2000. If any of the information furnished by the bidder is

- found to be false / fabricated/ bogus, his EMD / Bid security shall stand forfeited and the bidder is liable to be blacklisted.
- 24.1. If the tender is made by an individual, it shall be signed with his own Digital Signature Certificate (DSC).
- 24.2. If the tender is made by a corporation / company, it shall be signed by a duly authorized officer who shall produce with his tender satisfactory evidence of his authorization. Such a corporation / company may be required before the contract is executed, to furnish evidence of its corporate existence.
The tender shall contain no alterations or additions, except those to comply with instructions issued by the Tender Inviting Officer, or as necessary to correct errors made by the Tenderer, in which case all such corrections shall be digitally signed.
- 24.3. No alteration made by the tenderer in the contract form, the conditions of the contract, statements / formats accompanying the tender shall be recognized and in case of any alterations made by the tenderer, the tender will be void.
- 24.3.1. All documents furnished by the contractor along with the tender are to be digitally signed by the bidder.
25. **Clarification on and Amendment to DTCN Document:**
- 25.1. Contractor may request a clarification to any clause of the DTCN documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent online in the portal. The Employer will respond to this online through the same portal. Should the Employer deem it necessary to amend the DTCN as a result of a clarification, it shall do so following the procedure under para. 2(B) 25.2.
- 25.2. At any time before the submission of Proposals, the Employer may amend the DTCN by issuing an addendum/corrigendum which shall be published in the portal. The addendum/corrigendum shall be binding for the bidders. To give the bidders a reasonable time to take into account the amendment into their proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of proposals. The purpose of this is to clarify issues on any matter, a tenderer may raise concerning the tendering of the works.

D. SUBMISSION OF TENDERS

- 26 In view of adoption of e-procurement process pursuant to Government of Odisha in Works Department Office Memorandum No.FA-R-3/08-4657/W dated 12.03.08, 4666/W dated 12.03.2008, 1027/W Dt.24.01.2009 & 7885/W dated 23.07.2013 following changes/ modification/ addendum shall be effected.
- 26.1. **Bid Documents:**
Bid documents consisting of technical bid & price bid shall be provided in the portal. Submission of bids will be through the e-Procurement portal. The bidders shall prepare the documents & up load the scanned document to the portal in appropriate place in PDF format.
- 26.2. **Clarification of Bidding Documents:**

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

26.3. Documents Comprising the Bids:

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

26.4. Bid Price:

In case of submission of Bids through the e-Procurement Portal, **an intelligent Bill of Quantity in Microsoft Excel format** shall be made available to the bidder. The bidder shall download that particular Excel sheet and fill in rates in figures at the appropriate location. The line item total in words and the total amount in case of item rate tenders shall be calculated automatically and shall be visible to the bidder. In case of percentage tender, the bidder will only fill in the designated cell and activate "less" or "excess" to indicate whether his price offer is how much excess or less than the estimate amount. The contractor will write percentage excess or less up to one decimal point only. The bidder is not supposed to change or modify the format of the excel sheet in any form.

26.5. Bid Security/EMD:

- (i) The bidder shall submit bid security for the amount shown in Col. 4 of the table of Notice Inviting Tender (NIT) on offline mode.
- (ii) The EMD will be forfeited in any of the following case.
 - a) If the Bidder withdraws the Bid after Bid opening during the period of Bid validity.
 - b) If the Bidder does not accept the correction of the Bid Price.
 - c) In the case of a successful Bidder, If the Bidder fails within the specified time limit to
 - i) Sign the Agreement / contract or
 - ii) Furnish the required ISD and Performance Security.
 - d) In case of submission of Bids through the e-Procurement Portal, if any of the statements, documents, and certificates uploaded by the bidder is found to be false/ fabricated/ bogus, the bidder will be blacklisted and his EMD/ Bid Security shall be forfeited.

26.6. Submission of Bid:

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

In case of submission of Bids through the e-Procurement Portal, the bidder shall only submit single copy of the document. He is required to check the documents uploaded with the requirement asked for in the bid. Only after satisfying that all the documents have been uploaded, he should activate submit button. His bids

shall not be considered responsive and action as per relevant clause shall be taken if he does not provide the required documents or provided illegible document. Clarity of the document may be ensured by taking out a sample printing.

26.7. **Late Bids:**

In case of submission of Bids through the e-Procurement Portal, the system shall reject submission of any bid through portal after closure of the receipt time. For all purpose the portal time displayed in the system shall be the time to be followed by the bidder.

27. **Modification & Withdrawal of Bid:**

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

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

28. **Bid Opening:**

In case of submission of Bids through the e-Procurement Portal, the bidders who participated in the online bidding can witness opening of the bid from any system logging on to the portal away from opening place. The bids can only be opened by the pre-designated officials only after the opening time mentioned in the bid.

29. **Award of Work:**

In case of submission of Bids through the e-Procurement Portal, the system shall generate the Award of Contract letter and intimate the bidders in his e-mail.

E. TENDER OPENING AND EVALUATION

30. **Tender Opening:**

30.1 The **Executive Officer, Belpahar Municipality** will open the tenders electronically on the date & time mentioned in the **Notice Inviting Tender (NIT)**.

30.2 (i) A tender shall be rejected if;

- a) Price Bid is not enclosed.
- b) Cost of tender document has not been paid at the time of submission of the bid and hard copy of demand draft not submitted before opening of the Bid.
- c) EMD as per Clause 2(B)23.1 has not submitted and hard copy of the deposit not submitted before submission of the bid.

(ii) In case if the bidder has not submitted following document with the bid due to any reason, clarification may be sought and queries may be issued to the bidders for submission of the same with a stipulated period, failing which their offer shall be liable for rejection.

- d) Proof of eligibility and qualifications is not enclosed.
- e) There are any criminal cases pending.
- f) PAN is not enclosed.
- g) Affidavit is not enclosed.
- h) Power of Attorney is not enclosed.
- i) Record of litigation and arbitration is not enclosed.
- j) Other documents as required not enclosed.
- k) **GST Registration Certificate / GSTIN not enclosed.**

30.3. Any such conditions shall be minuted and the price bid shall not be opened. The price bid shall be opened only for those bidders who qualify in the technical evaluation as described at **Clause – 2(B)33**. The date of opening of price bid shall be intimated by FAX/ E-mail/ Speed Post to the qualified bidder of technical evaluation.

30.4. The **Executive Officer, Belpahar Municipality** may prepare, for his own record, minutes of the tender opening, including the tender opening summary which shall be posted in the portal.

31. **Clarification on Tenders from Tenderers:**

To assist in the scrutiny, evaluation and comparison of the tenders, the **Executive Officer, Belpahar Municipality** may ask contractor individually for clarification on their tenders. The request for clarification and response shall be in writing or by mail. However, no change in the tender amount/ rate shall be sought, offered or permitted by the **Executive Officer, Belpahar Municipality** during the evaluation of the tenders.

32. **Determination of Responsiveness:**

32.1. Prior to the detailed evaluation of tenders, **Executive Officer, Belpahar Municipality** will determine whether each tender has been submitted in the proper form and whether it is substantially responsive to the requirements of the

tender documents. Tenders, which have not been submitted in the proper form, will be rejected.

32.2. Any tender which is not substantially responsive to the requirements of the tender documents will be rejected by the **Executive Officer, Belpahar Municipality**. Such a tender shall not be allowed subsequently to be made responsive by the contractor by correcting or withdrawing the non-conforming deviation(s) or reservation(s).

32.3. **Bid Capacity:** This stipulation shall apply to all works above 3 crores. Applicants who meet the minimum qualification criteria will be qualified only if their available bid capacity at the expected time of bidding is more than the total estimated cost of the works. The available bid capacity will be calculated as under:

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

A = Maximum value of works executed in any one year during the last five years(updated to the current price level) rate of inflation may be taken as 10 percent per year (escalation factor) which will take in to account the completed as well as works in progress.

(**A'** value corresponding to Schedule-B, shall be audited for five years by Regd. Chartered Accountant or competent financial organization/authority).

B = Value of current price level of the existing commitments and ongoing works to be completed during the next years (Period of completion of works for which bids are invited) and

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

Note:-

(1) **The statement showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Executive Officer not below the rank of an Executive Engineer.**

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

32.4 If the bid has been invited in a common notice for different works or tender invited for different works in consecutive notice in a shorter time period, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

In such cases, the order of opening of the bids shall be that in which they appear in the 'Invitation for Bids'. Fulfilment of one's bid capacity and other eligibility criteria in any one or more bids (in seriatim) will make him ineligible for subsequent bids.

Escalation Factor:

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

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

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

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

33. **Proposal Evaluation:**

33.1. From the time of the proposals are opened to the time, the contract is awarded, the contractor should not contact the client on any matter related to its Technical and/or Financial Proposal except any required in Clause-2(B)31.

33.2. Any effort by a bidder to influence the client in any form directly or indirectly during the examination, evaluation, ranking of proposals, and recommendation for award of the contract may result in the rejection of the contractor's proposal.

33.3. Evaluation of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

33.4. **Evaluation of Technical Proposals:**

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

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

33.4.3. During technical evaluation, the tenderers may have to make a presentation on their technical proposal before the Evaluation Committee if felt necessary. The date of such presentation shall be intimated to them in writing or by mail.

33.5. **Evaluation of Financial Proposals:**

33.5.1. After the technical evaluation is completed, the Employer shall inform in writing or by mail to the contractors, who have qualified in the General and Technical bid (Part-I of DTCN), the date, time and location for opening the Financial Proposals (Price Bids).

33.5.2. Financial Proposals of the bidders who qualified in technical evaluation shall be opened.

33.5.3. Financial bids determined to be substantially responsive will be checked by the employer for any arithmetic error(s).

- 33.5.4. The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount or between words and figures, the amount in words will prevail.
- 33.5.5. If the bid price increases as a result of these corrections, the amount as stated in the bid will be the bid price and any increase will be treated as rebate. If the bid price decreases, the decreased amount will be treated as bid price.
- 33.6. **Selection of contractor on the basis of Price Bid:**
Other condition being equal, the contractor bidding the lowest price will be considered for acceptance by competent authority.
34. **Negotiations:**
- 34.1. Negotiations will be held if required with the lowest valid tenderer. In the event of the L₁ tenderer has furnished any condition which grossly affects the tender value / contains such conditions which make the value of the offer indefinite, he may be given an opportunity to withdraw such condition(s) to make the tender definite. Failure to withdraw such condition(s) may lead to rejection of the tender as in consistent / non responsive. In such case the employer may explorer the possibility of considering the next valid tender as L₁.

F. AWARD OF CONTRACT

35. Award Criteria:

- 35.1. After acceptance of price bid of the tender by competent authority selected contractor will be intimated about such acceptance.
- 35.2. The contractor is expected to commence the work on the date and at the location specified in the Data Sheet.

36. Right to Accept or Reject any or all Tenders:

Not withstanding Clause 2(B)35, the **Executive Officer, Belpahar Municipality / Government of Odisha** reserves the right to accept or reject any tender, annul the tendering process, reject all tenders at any time or any stage prior to the award of contract without thereby incurring any liability to the affected bidders.

37. Process to be Confidential:

- 37.1. After the opening of tenders as per Clause 2(B)30 & 2(B)33, information relating to examination, clarification, evaluation and comparison of tenders and recommendations, concerning to the award of contract shall not be disclosed to the contractor or any other persons, officially not concerned with the process, until the award of the contract to the successful contractor has been announced.
- 37.2. Any effort by any contractor to influence the Department officials in scrutiny, clarification, evaluation and comparison of tenders, and in any decisions concerning award of a contract, may result in the rejection of their Tender.

38. Notification of Award & signing of Agreement:

- a) The Employer/ Executive Officer shall notify acceptance of the work prior to expiry of the validity period by cable, telex or facsimile or e-mail confirmed by registered letter. This Letter of acceptance will state the sum that the Executive Officer will pay the contractor in consideration of the execution & completion of the works by the contractor as prescribed by the contract & the amount of performance security and additional performance security required to be furnished. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.
- b) The contractor after furnishing the required acceptable performance security and additional performance security, "Letter to Proceed" or "Work Order" shall be issued by the Executive Officer with copy thereof to the procurement Officer-Publisher. The Procurement Officer-Publisher shall upload the summary and declare the process as complete.
- c) In the e-Procurement Portal, the system shall generate the template of award letter and the Officer Inviting the Bid shall mention the amount of Performance Security and additional security required to be furnished in the letter and intimate the bidders in his e-mail ID. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.
- d) The bidder shall within 7 days of issue of letter of acceptance, furnish the Performance security & additional Performance security (if any) in the

prescribed form & the work programme & shall sign the agreement in prescribed format, failing which the Executive Officer shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the Bid Security absolutely. The agreement will incorporate all agreements between the officer inviting the bid and the successful bidder.

- e) If **L₁ bidder does not turn up for agreement** after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. In that case, the L2 bidder, if fulfils, other required criteria would be called for drawing agreement for execution of work subject to the condition that L2 bidder negotiates at par with the rate quoted by the L1 bidder otherwise the tender will be cancelled. In case a contractor is black listed, it will be widely published and intimated to all departments of Government and also to Govt. of India agencies working in the state.

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

f) Following documents shall form part of the agreement

- i. The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence & documents leading thereto & required amount of performance security including additional performance security as per sub clause 37.B.e. hereof.
- ii. Standard Bid Document P.W.D. Form **P-1**.
- iii. The letter to proceed with the work shall be issued by Executive Officer only after signing of the agreement. The notification of award will constitute the formation of the contract subject only to the furnishing of performance security and additional performance security in accordance with the provisions of the agreement.
- iv. On acceptance of the bids by the competent authority the letter of award will be issued by the Executive Officer of the major component of the work on behalf of Belpahar Municipality.

SECTION- 2(C)
DATA SHEET

Ref Cl. No.	Description
	Name of the Work: Reclamation of Water Bodies at Belpahar Municipality for Package-II (2 water bodies) i.e. Gomadera Suru Kanta, Muchbahal Kanta.
Section-8	<p>Broad Scope of Works :</p> <ol style="list-style-type: none"> 1) Excavation of lake 2) Refilling of the excavated earth and outside earth 3) Construction of toe wall, columns and beams as per drawings 4) Stone packing as per drawings with grouting 5) Construction of Ghats and wall 6) Construction of paver block path way with necessary sand filling and curbing 7) 304 grade Stainless Steel railing 8) Brick work for civil structure like compound wall and toilet block 9) Construction of inlet out let arrangement from RCC 10)Erection of electric poles and general electrification of toilet 11)Construction of bore wells 12)Construction of underground sump 13)Construction of seating arrangement
2(B)1.(a)	Name of the Employer: Executive Officer, Belpahar Municipality under Housing & Urban Development Deptt. Govt. Of Odisha, Bhubaneswar.
2(B)33.6	Method of selection: Qualifying in the Technical Bid and L₁ in the Price Bid.
2(B)26.	Two Bid System: Part-I: General & Technical Bid and Part-II: Price Bid to be submitted as detailed at Clause-2(B) 26.
2(B)15.	Proposals shall be submitted in the following language: English
2(B)21.	Offers must remain valid for 120 (One Hundred Twenty) days from the date of opening of Price Bid.
2(B)25.1	Clarifications may be requested online till 17.00 Hrs. of 12.05.2018.
2(B)30	The tender (Technical Bid) will be opened on following date and time: Dt.11.00 Hrs. of 25.05.2018.
2(B)33.5	The date of opening of Price Bid shall be intimated separately by writing or by mail after the technical evaluation is over.

SECTION –2 (D)
LETTER FOR SUBMISSION OF TENDER

[To be filled in by the Bidder]

<p>Note:- (1) Additional conditions appended to the tender will make the tender liable for rejection. (2) Non-submission of EMD in proper shape and other required documents as detailed hereinafter shall make the tender liable for rejection.</p>

Ref. No. _____/Dated _____

To

**The Executive Officer,
Belpahar Municipality, Belpahar, Odisha.**

Sub: **Tender for the Work Reclamation of Water Bodies at Belpahar Municipality for Package-II (2 water bodies) i.e. Gomadera Suru Kanta, Muchbahal Kanta.**

Ref: **Bid Identification No. 2018_ORULB_46506 published in the website www.tendersodisha.gov.in.**

Dear Sir,

With reference to the above, we are to inform you that in response to your above referred NIT, we have downloaded the Detailed Tender Call Notice (DTCN) Part-I & II and that after having thoroughly examined the same, we hereby tender for the work to execute the work within the stipulated time and in conformity with the relevant clauses of the DTCN along with all related statutory rules and regulations for the amounts as quoted in the accompanying price bid.

2) I/We have studied, acquainted and satisfied ourselves with the site and its working conditions for the successful and timely completion of the work.

3) I/We are submitting herewith Bar Chart to complete the work in time.

4) Our offer is unconditional and is in conformity with the requirements of the DTCN. We understand that any additional condition put by us in the tender shall make our tender liable for rejection.

5) I/We understood that you are not bound to assign any reason in case of rejection of our tender.

6) I/We agree to keep our offer open for a minimum of 120 (One Hundred Twenty) days from the date of opening of the Price bid. Further extension of validity will be our prerogative.

Should this tender be accepted, we hereby agree to abide by and fulfil all the terms and provisions of this Detailed Tender Call Notice (DTCN).

Thanking you.

Yours faithfully,

Name and Signature
of the authorised signatory
along with seal and address of the firm.

SECTION-2 (E)**TENDER DECLARATION****[To be filled in by the tenderer]**

I/We hereby tender for the execution for the Governor of Odisha of the work specified in the enclosed memorandum at the rates given in the price bid and will complete the said work in all respects within the period as specified in the Detailed Tender Call Notice and in accordance with the specifications, designs and drawings and other documents referred to therein, which shall have to be approved by the **Belpahar Municipality**, and such other written instructions as may be given by the **Belpahar Municipality**, Odisha from time to time for duly carrying out of the said works and with such materials as are provided for in accordance with the conditions and special conditions hereto attached. I/We have inspected the work site and studied its conditions, labour, materials and have understood the tender implications fully.

Should this tender be accepted I/We hereby agree to abide by and fulfil all the terms and provisions of the said conditions and special conditions of the contract annexed hereto or in default thereof to forfeit and pay to the Governor of Odisha the sums of money mentioned in the said conditions and in the event of such default the transaction effected by this tender shall cease and determine.

Signature of Tenderer /
Contractor
(Seal)

SECTION-2(F)

LETTER OF ACCEPTANCE OF TENDER

(To be filled in by Executive Officer, Belpahar Municipality, Odisha)

The above tender is hereby accepted by me on behalf of Belpahar Municipality.

**Executive Officer,
Belpahar Municipality**

SECTION-2(G)**MEMORANDUM****(To be filled in by the contractor during signing of Agreement)**

1.	Name of the work		Reclamation of Water Bodies at Belpahar Municipality for Package-II (2 water bodies) i.e. Gomadera Suru Kanta, Muchbahal Kanta.
2.	Approximate Cost	:	Rs. 32195222.00
3.	Accepted tender Value	:	Rs. _____
4.	Security Deposit (Earnest Money Deposit)	:	Rs. 321952.00
5.	Initial Security Deposit (@ 2% of the accepted tender)	:	Rs. _____
6.	Percentage to be deducted from each Bill as security deposit	:	@ 5 (five) %
7.	Time allotted for completion of the work (from the date of written order to commence)	:	12 (Twelve) Calendar Months
8.	Date of written order to commence.	:	
9.	Total number of items of work tendered for (as per schedule attached hereto).	:	

Signature of Tenderer / Contractor

SECTION –3**INFORMATION REGARDING TENDERER****(To be filled in by the Tenderer)****A. In case of individuals:**

- i. Name of Tenderer :
- ii. Whether his business is registered :
- iii. Date of commencement of business :
- iv. Whether he pays income tax each year. :
If yes, furnish particulars.

B. In case of Partnership Firm :

- i. Names of Partners :
- ii. Whether partnership is registered. :
- iii. Date of establishment of the firm. :
- iv. In case, income tax is paid by each Partner, the details to be furnished. :

C. In case of limited Liability Company :

- i. Amount of paid up capital. :
- ii. Names of Directors. :
- iii. Date of registration of the Company. :
- iv. Copies of the last three year's balance sheets of the Company. :

Signature of the Tenderer

SECTION-4**DECLARATION BY THE TENDERER**

1. I have visited the site and have fully been acquainted myself with the local situation regarding materials, labour and the factors pertaining to the work before submitting the tender.
2. I have carefully studied the conditions of the contract, specification and other documents of this work and I agree to execute the same accordingly.
3. I solemnly pledge that I shall be sincere in discharging my duties as responsible contractor and complete the work within the prescribed time limit. I shall submit detailed construction programme with target dates for various items and stages of work keeping in view the time limit and shall accordingly arrange for necessary labours, materials, and equipments etc., punctually. In case there are deviations from the construction programme, I shall abide by the decision of the Executive Officer for revision of the programme and shall arrange for labour, materials, equipments etc
4. I shall follow all rules and regulations of the state in force with regard to engagement of labour for the work.
5. The documents furnished with the tender are correct to the best of my knowledge and belief and if any information found to be incorrect in future, the Department has the liberty to take any action as deemed fit.

Signature of the Tenderer

SECTION – 5

FORM OF AGREEMENT

This contract made theday of..... to
 between Belpahar Municipality acting through (designation)
 Executive Officer, Belpahar Municipality (address) (name and address of employer)
 (hereinafter called "the employer" and

 (name and address of contractor) (hereinafter called "the Contractor") of the other
 party).

WHEREAS the Employer is desirous that the contractor executes.

.....

 (Name and identification number of contract) (hereinafter called "the
 Works") and the employer has accepted the Bid by the contractor for the execution and
 completion of such works and the remedying of any defects therein, at a contract price of
 Rs.....

NOW, THEREFORE IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. In this contract, words and expressions shall assume the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of the Agreement.
2. In consideration of the payments to be made by the employer to the contractor as hereinafter mentioned, the contractor hereby covenants with the Employer to execute and complete the works and remedy the defects therein in conformity in all aspects with the provision of the contract.
3. The Employer hereby covenants to pay the contractor in consideration of the execution and completion of the works and in remedying the defects wherein the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this contract, viz:
 - i) Letter of acceptance
 - ii) Notice to proceed with the works
 - iii) Contractor's bid
 - iv) Bidding data
 - v) General conditions of contract (including special conditions of contract)
 - vi) Specifications
 - vii) Drawings
 - viii) Bill of quantities

- ix) Any other documents listed in the contract data as forming part of the contract.
- x) Drawing and design of structure(s) or part thereof submitted by the tenderer and duly approved by the competent authority after this Agreement.

IN WITNESS WHEREOF the parties have caused this contract to be executed the day and year first before written.

Binding signature of employer signed by.....
(for and on behalf of the Belpahar Municipality)

Binding signature of Contractor signed by.....(for and on behalf ofduly authorised vide Resolution No..... dated..... of the Board of Directors of)

In the presence of
(Witnesses)

1.

2.

Contractor

Executive Officer

SECTION-6

CONDITIONS OF CONTRACT

6.1. Decision of Executive Officer (Authorized Signatory) is Final:

The party whose tender is accepted hereinafter called the contractor is to provide everything of every sort and kind (with the exceptions noted in the schedule attached) which may be necessary and requisite for the due and proper execution of the several works included in the contract according to the true intent and meaning of the drawings and specification taken together, which are to be signed by the **Executive Officer, Belpahar Municipality**, herein after called the Executive Officer (Authorized Signatory) and the contractor whether the same may or may not be particularly described in the specification or shown on the drawing provided that the same are reasonably and obviously to be inferred there from and in case of any discrepancy between the drawings and the specifications the Executive Officer (Authorized Signatory) is to decide which shall be followed.

6.2. Amendment of Errors during Progress of Work:

The contractor is to set out the whole of the works in conjunction with an officer to be deputed by the Executive Officer (Authorized Signatory) and during the progress of the works to amend on the requisition of the Executive Officer (Authorized Signatory) any errors which may arise therein and provide all the necessary labour and materials for doing. The contractor is to provide all plant labour and materials (with the exception noted in Schedule), which may be necessary and requisite for the works. All materials and workmanship are to be the best of their respective kinds. The contractor is to leave the works in all respects clean and perfect at the completion thereof.

6.3. Fair Wage Clause:

The contractor shall not employ for the purpose of this contract any person who is below the age of fourteen years, and shall pay to each labourer, for the work done by such labourer, fair wages. Fair wages means wages whether for time or piecework, prescribed by the State P.W.D. provided that where higher rates have been prescribed under the minimum wages Act, 1948, wages at such higher rates should constitute fair wages.

The Executive Officer (Authorized Signatory) shall have the right to enquire into and to decide any complaint alleging that the wages paid by the contractor to any labourer for the work done by such labourer is less than the wages paid for similar work in the neighbourhood.

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

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

Complete copies of the drawing and specifications signed by the Executive Officer (Authorized Signatory) and the same or copies thereof are to be kept with

the works in-charge of the contractor's agent which is to be constantly kept on the ground by the contractor and to whom instructions can be given by the Executive Officer (Authorized Signatory).

6.5. **Work not to be Sublet:**

The work should not be sublet. During execution of work **if it is found that the work/ part of the work is sublet**, the Executive Officer (Authorized Signatory) may there upon by notice in writing, rescind the contract and the **security deposit of the contractor shall thereupon stand forfeited** and be absolutely at the disposal of Government. In addition, the contractors shall not be entitled to recover or be paid for any work thereafter actually performed under the contract.

6.6. **Deviation from Approved Drawing and Specifications:**

The contractor is not to vary or deviate from the drawings or specifications or execute any extra work of any kind whatsoever unless upon the authority of the Executive Officer (Authorized Signatory) to be sufficiently shown by any order in writing, by any plan or drawing expressly given and signed by him as an extra or variation or by any subsequent written approval signed by him. In case of daily labour all vouchers for the same are to be delivered to the Executive Officer (Authorized Signatory) or the Officer-in-Charge at least during the week following that in which the work may have been done and no day work shall be allowed unless authorised by the Executive Officer (Authorized Signatory) and no such authority shall be given if the work is capable of being measured and being paid for at an agreed rate.

6.7. **Rate for Extra Work.**

Any authority given by the Executive Officer (Authorized Signatory), for any alterations or additions in or to the works, is not to vitiate contract. But all additions, omissions or variations made in carrying out the works are to be measured and valued and certified by the Executive Officer (Authorized Signatory) and added to or deducted from the amount of the contract as the case may be. For new items the same shall be paid at the rates, in accordance with the sanctioned schedule of rates, in force at the time, when the particular item of work was commenced. In those cases in which rates do not exist, the **Executive Officer, Belpahar Municipality Odisha** will fix the rates to be paid and his decision shall be final.

6.8. **Extension of Time:**

If the contractor shall desire an extension of time for completion of the work on the ground of his having been come across with unavoidable hindrance in its execution or any other grounds he shall apply in writing to Executive Officer (Authorized Signatory) within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid and the authority shall if in his opinion (which shall be final) as reasonable ground be shown thereof authorized such extension of time if any, as may in his opinion, be necessary or proper. The authority shall at the same time inform the contractor whether the authority claims compensation for delay, in case there is any delay in execution due to non-availability of stock materials or land or rise in cost of materials and labour

or any reason whatsoever beyond the control of authority, the contractor is bound to execute the work as per the terms and rates in the contract and no monetary claim on such account will be acceptable to the authority but extension of time, proportionate to the delay in execution may be granted by the authority considering the merit of the case. The competent authority reserves the right to take any expert advice of any Committee/ Secretary/ Legal Advisor while considering the application of the contractor for extension of time and can impose any condition which shall be binding on the contractor.

6.9. Works & Materials at Site to be Property of Government of Odisha.

All works and materials brought and left at site by the contractor or by his orders for the purpose of forming part of the works are to be considered to be the property of the **Belpahar Municipality** and the same are not to be removed or taken away by the contractor or any other person without the specific permission in writing of the Executive Officer (Authorized Signatory) but the Governor of Odisha will not be liable for any loss or damage which may happen to or in respect of any such work or materials either by the same being lost or stolen or injured by weather or otherwise.

6.10. Supply of Materials:

The contractor shall at his own expense provide all materials required for the work. The materials supplied by the contractor shall conform to relevant latest editions of the specification and codes of practices of the Bureau of Indian Standards or in their absence to other specifications as may be specified by the Executive Officer. The contractor shall furnish necessary certificates in support of the quality of the materials as may be required by the Executive Officer.

The Executive Officer shall have absolute authority to test the quality of materials at any time through any reputed laboratory at the cost of contractor. The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The Executive Officer (Authorized Signatory) has full power for removal from the premises of all materials which, in his opinion, are not in accordance with the specification and in case of default, the Executive Officer (Authorized Signatory) is to be at liberty to sell such materials and to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Executive Officer (Authorized Signatory) is also to have full power to require other proper materials to be substituted and in case of default, the Executive Officer (Authorized Signatory) may cause the same to be supplied and all costs which may attend such removal and substitution are to be borne by the contractor and may be recovered from the sale proceeds of such rejected materials when necessary, the balance, if any, being kept in deposit in the contractor's favour.

6.10.1 *The successful bidder is to purchase materials necessary for execution of work contract from local SSI units & MS Enterprises having valid rate contract & ISI mark.*

- 6.11. **Execution with Defective Workmanship & Improper Materials.**
If in the opinion of the Executive Officer (Authorized Signatory) any of the works have been executed with improper materials or defective workmanship, the contractor is then required by the Executive Officer (Authorized Signatory) forthwith to re-execute the same and to substitute proper materials and workmanship and in case of default of the contractor in so doing within a week, the Executive Officer (Authorized Signatory) is to have full power to employ other agency to re-execute the work and the cost thereof shall be borne by the contractor.
- 6.12. **Rectification of Defects within Guarantee Period:**
Any defects, shrinkage or other faults which may appear within 12 (twelve) months from the completion of the work arising out of defective or improper materials or workmanship are upon the direction of the Executive Officer (Authorized Signatory) to be amended and made good by the contractor at his own cost unless the Executive Officer (Authorized Signatory) for reasons to be recorded in writing shall decide that they ought to be paid for and in case of default, the Governor of Odisha may recover from the contractor the cost of making good the works.
- 6.13. **Responsibility of the Contractor during Execution of Work:**
From the commencement of the works to the completion of the same they are to be under the contractor's charge. The contractor is to be held responsible for and to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they are to hold the Governor of Odisha harmless from any claims for injuries to persons or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or of any one of his employees during the execution of the works.
- 6.14. **Execution of Works in the Site by Other Workmen:**
The Executive Officer (Authorized Signatory) is to have full powers to send workmen upon the premises to execute fittings and other works not included in the contract for whose operations the contractor is to afford every reasonable facility during ordinary working hours provided that such operations shall be carried on in such a manner as not to impede the progress of the work included in the contract but the contractor is not to be responsible for any damage which may happen to or be occasioned by any such fittings or other works.
- 6.15. **Compensation for Delay:**
(a) The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the written order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract, be carried on with all due diligence (time being deemed to be essence of the contract on the part of the contractor) and the contractor shall pay, as compensation, an amount equal to $\frac{1}{2}$ percent of the amount of the estimated cost, if the whole work as shown by

the tender for every day that the work remains un-commenced, or un-finished after the proper dates (The work should not be considered finished until such date as the Executive Officer (Authorized Signatory) shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by the Executive Officer (Authorized Signatory) or his authorised agents, are fully complied with by the contractor to the Executive Officer (Authorized Signatory)'s satisfaction). And further to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month, to complete one-fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed, one half of the work, before the half of such time has elapsed, and three fourth of work before three fourths of such time has elapsed, in the event of the contractor failing to comply with the condition he shall be liable to pay as compensation an amount equal to one-third percent on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete. Provided that the entire amount of compensation to be paid under the provision of this clause shall not exceed 10% (Ten Percent) of the estimated cost of the work as shown in the tender.

- (b) If there are possibilities of exceeding this compensation amount as mentioned in clause (a) 10% of the estimated cost, or in any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit in the hands of Government (whether paid in the sum or deducted by instalments) the Executive Officer (Authorized Signatory) on behalf of the Governor of Odisha, shall have power to adopt any of the following courses, as he may deem best suited to the interest of the Government.
- i) To rescind the contract (of which recession notice in writing to the contractor under the hand of the Executive Officer (Authorized Signatory) shall be conclusive evidence) 20% of the value of the left over work will be realized from the contractor as penalty.
 - ii) To employ labour paid by Deptt. of Water Resources and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which the cost and price certificate of the Executive Officer (Authorized Signatory) shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respect in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract; the certificate of the Executive Officer (Authorized Signatory) 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 Executive Officer (Authorized

Signatory) shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Government under the contract or otherwise or from his security deposit or the proceeds of sale thereof or a sufficient part thereof.

In the event of any of the above courses being adopted by the Executive Officer (Authorized Signatory) the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advance on account of with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work there to for actually performed under this contract, unless and until the Executive Officer (Authorized Signatory) 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.

6.16. Circumstances for Rescission of Contract:

If the contractor shall become bankrupt or compound with or make any assignment for the benefit of his creditors or shall suspend or delay the performance of his part of the contract (except on account of cause mentioned in **Clause 6.15** or in consequence of not having proper instructions for which the contractor shall have duly applied) the Executive Officer (Authorized Signatory) may give to the contractor or his assignee or trustee as the case may be notice requiring the works to be proceeded with and in case of default on the part of the contractor for a period of seven days, it shall be lawful for the Executive Officer (Authorized Signatory) to rescind the contract, if necessary, and to enter upon and take possession of the work and to employ any other person to carry on and complete the same and to authorise him or them to use the plant, materials and property of the contractor upon the works and the costs and the charge incurred in any way in carrying on and completing the said works are to be paid to the Executive Officer (Authorized Signatory) by the contractor or may be set off by the Executive Officer (Authorized Signatory) against any money due or to become due to contractor. If the assignee or trustee of the Contractor proceeds with the work, the conditions of this contract shall be binding upon the said assignee or trustee.

6.17. Payment Certificate.

A Certificate of the Executive Officer (Authorized Signatory) or an award of the refer hereinafter referred to as the case may be showing the final balance due or payable to the contractor is to be conclusive evidence of the works having been duly completed and that the contractor is entitled to receive payment of the final balance, but without prejudice to the liability of the contractor under the provisions of **Clause-6.11.**

6.18. The Executive Officer (Authorized Signatory) shall make payment of work in full or part thereof those shall have been certified, subject to availability of Funds.

6.19. **Price Variation / Escalation Clause:** (Vide Works Deptt. Office Memorandum No.12606/W dt.24.12.2012)

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

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

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

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 material:-

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

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

- V_m = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates of materials other than cement, steel, bitumen, pipes and POL.
- R = Value of work done during the quarter under consideration excluding the work executed under extra items if any at prevailing schedule of rate/ derived rates.
- M_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, whichever is less, shall be considered.
- P_m = Percentage of material Component (other than cement, steel, bitumen, pipes and POL) of the work, as indicated in clause – (d) below.

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

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

Reimbursement in case of differential cost due to increase in prices of cement, steel, bitumen and pipes are to be made by the Executive Officer (Authorized Signatory) with prior approval of tender accepting authority subject to following conditions:

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

Recovery in case of decrease in prices of cement, steel, bitumen and pipes shall be made by concerned Executive Officer (Authorized Signatory) from the Contractor immediately.

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

a) Adjustment towards differential cost of cement

$V_c = (C_i - C_0) / C_0 \times$ Actual quantity of cement utilised 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_i = All India wholesale price index for cement for the quarter under consideration as published by Economic Adviser, Government of India, Ministry of Industry and Commerce, New Delhi.

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

b) Adjustment towards differential cost of Steel

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

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

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

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

c) Adjustment towards differential cost of Bitumen.

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

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

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

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

d) Adjustment towards differential cost of Pipes.

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

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

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

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

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

P_0 = All India Wholesale Price Index (as published by Economic Advisor, Government of India, Ministry of Industry & Commerce, New Delhi) as on the last stipulated date of receipt of tender including extension, if any, for the type of pipe under consideration.

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

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

The contractor shall within a reasonable time of his becoming aware of any alteration in the price of any such wages of labour, give notice thereof to the Executive Officer 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. Executive Officer may call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of wages and actual payment thereof. For this purpose, the labour component of the work executed during period under consideration shall be the percentage (as specified in table below) of the value of the work done during that period and the increase / decrease in labour shall be considered on the cost of minimum daily wages of any unskilled Labourer, fixed by the Government of Odisha under Minimum Wages Act.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Percentage Table

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

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

(E) APPLICATION OF ESCALATION CLAUSE:

- (i) The contractor shall for the purpose of availing reimbursement / refund of differential cost of steel, bitumen, cement, pipe, POL and wages, keep such books of account and other documents as are necessary to show that the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorised representative of Government and further, shall at the request of the Executive Officer, furnish documents to be verified in such a manner as the Executive Officer 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 Executive Officer stating that the same is given pursuant to this condition

alongwith information relating there to which he may be in a position to supply.

- (ii) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The first such payment shall be made at the end of three months after the month (excluding the month in which tender was accepted) and thereafter at three months interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.
- 6.20. If at any time after the commencement of the work the Governor of Odisha shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out the Executive Officer shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations having been made in the original specification, drawings, designs and instruction which shall involve any curtailment or increase of the work as originally contemplated.
- 6.22. **Defects Liability Period:**
The defect liability is **12 months** from the date of formal taking over of the work by the Executive Officer.
- 6.23. **Contractor Liable for Damage done & for Imperfection for 6 (six) months after Certificate:**
If the contractor or his work people or servants shall break, deface, injure or destroy any part of a building or structure in which they may be working or any building, road, fence, enclosure or grass land cultivated ground continue to the premises on which the work or any part of it is being executed or in any damage shall happen to the work while in progress from any cause whatsoever or any imperfection become apparent in it within six months from the date of the final certificate of its completion shall have been given by the Engineer-in-charge, as aforesaid, the contractor shall make the same good at his own expenses or in default the Executive Officer may cause the same to be made good by other workman and deduct the expenses of which the certificate of the Executive Officer shall be final from any sums that may be then or at any time thereafter may become due to the contractor or from his security or the proceeds of sale thereof or a sufficient portion thereof and the contractor shall be liable to pay of the expenses not so recovered by the Executive Officer.
- 6.24. **Action where No Specification is mentioned:**
In the case of any class or items of works for which there is no such specification as mentioned in file, if such work shall be carried out in accordance with the detailed standard specification of Odisha, as followed by the State PWD and in

the event of there being no specifications born in the said standard specification of Odisha for such items of work, then in such case the said item of work shall be carried out in all respects in accordance with the instructions and requirements of the Executive Officer after obtaining approval from competent authority.

6.25. **Payment on Intermediate Certificate to be regarded as Advance and Bill to be submitted Monthly:**

A bill shall be submitted by the contractor each month on or before the date fixed by the Executive Officer for all works executed in the previous month and the Executive Officer and/or Assistant Engineer and/or Junior Engineer in immediate charge of the work shall take the requisite measurements for the purpose of having the same verified, and the claims for as admissible adjusted if possible before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Executive Officer and/or his Engineering subordinates shall measure up the said work in the presence of the contractor, whose counter signature to the measurement list will be sufficient warrant, and the Executive Officer and/or Assistant Engineer and/or his Engineering subordinates shall prepare a bill from such list which shall be binding on the contractor in all respects. Payment shall be made to the contractor in all respects.

The Executive Officer will deduct @ 5% (five percent) of the value of each running bill prepared and submitted by the contractor, if any, on account of works done, and such sum or sums to be held in deposit as a further security for the due performance of the condition of the contract provided always that the Executive Officer (Authorized Signatory) may refuse to make such monthly payments if in his opinion, the progress of the work or the conduct of the contractor is not satisfactory or the contractor has in any other way done or neglect to do anything as to make it appear doubtful to the authority as to whether the works will be completed by the contractor in accordance with his contract, or has failed to comply with any instruction or order of Engineering personnel. All such interim payments from time to time shall be regarded as payments by way of advance against the final payment only and not as payments of work actually done and completed and shall not preclude the requirement of bad, unsound and imperfect or unskilful work to be removed and taken away and for reconstructed or re-erected, or be considered as an admission of the due performance of the contract, of any part thereof in any respect, or accrual of any claim not shall it conclude, determine or affect in any way the powers of Executive Officer and/or Assistant Engineer and/or the Junior Engineer under these condition or any of them as to the final settlement of adjustment of the accounts or otherwise or in any other way vary or affect this contract. The contractor shall submit the final bill within one month of the date for completion of the work failing which the Executive Officer or his authorized representatives in the presence of the contractor shall prepare the final bill. For recording final measurement of the work, the Executive Officer or his authorized representative shall serve a notice upon the contractor stipulating therein the date fixed for recording such measurement. If the contractor fails to attend the recording of

final measurement by the Executive Officer or his authorized representative on the date as stipulated, the Executive Officer may at his discretion get the measurements recorded ex-parte or fix up another date as per his own convenience. Such measurements and the total amount payable to the contractor as certified by the Executive Officer shall be final and binding on all parties.

6.26. Black Listing:

A Contractor may be black listed as per amendment made to **Appendix XXXIV to OPWD Code Vol.-II on rules for black listing of Contractors vide letter No.3365 Dt.01.03.2007 of Works Department, Odisha**. As per said amendment a Contractor may be blacklisted.

- a) Misbehavior/threatening of Departmental & supervisory officers during execution of work/tendering process.
- b) Involvement in any sort of tender fixing.
- c) Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
- d) Persistent and intentional violation of important conditions of contract.
- e) Security consideration of the State i.e., any action that jeopardizes the security of the State.
- f) Submission of false/ fabricated / forged documents for consideration of a tender.

- 6.27.** If the rate quoted by the bidder is less than 15% of the tendered amount, then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids. But if more than one bid is quoted at 14.99% (Decimals upto two numbers will be taken for all practical purposes) less than the estimated cost, the tender accepting authority will finalize the tender through a transparent lottery system, where all bidders / their authorized representatives, the concerned Executive Officer (Authorized Signatory) and DAO will remain present.

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

- 6.28.** If L₁ bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. In that case, the L₂ bidder, if fulfils, other required criteria would be called for drawing agreement for execution of work subject to the condition that L₂ bidder negotiates at par with the rate quoted by the L₁ bidder otherwise the tender will be cancelled. In case a contractor is black listed, it will be widely published and intimated to all Departments of Government and also to Government of India agencies working in the State.

(As included in Para 3.5.14 Note-I of OPWD Code Vol.I vide Works Department letter No.12366/W dt.18.11.2013).

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

(As included in Para 3.5.18 Note-VIII of OPWD Code Vol.I vide Works Department letter No.12366/W dt.18.11.2013).

SECTION-7

SPECIAL CONDITIONS OF CONTRACT

7.1. Changes in Constitution of Firm:

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

7.2. Engineer's Access to Work:

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

7.3. Workmen Compensation Act VIII of 1923:

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

7.4. Jurisdiction in the Event of Dispute:

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

7.5. Lighting & Sanitary Arrangement:

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

7.6. Payment of TAXES:

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

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

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

7.8. Site Clearance:

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

7.9. Works to be Carried Out:

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

7.10. Sufficiency of Tender:

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

7.11. Rates:

The Tenderer shall quote their offer on '**Percentage Rate' (excess or less) over the estimated cost in the Price Bid appended to the tender document** for complete work in all respects. **The estimated cost is excluding GST. The rates of item basing on which estimated cost has been derived are excluding GST on different components to arrive at such rates.** The offer shall be inclusive of cost of all materials, labour, T&P including the building and other construction workers welfare cess with surcharge, tollages, royalties, packing and forwarding, transportation, insurance, loading & unloading, storage, watch and ward, delivery of the materials to the site etc. and all other expenses incidental thereto for successful completion, testing & commissioning of the work.

GST as applicable on works contract shall be paid over the bill amount at the time of Payment of Bill.

7.12. Transportation:

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

7.13. Custody of the Materials:

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

7.14. Construction Schedule:

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

The construction schedule as submitted by the contractor shall be revised by the Executive Officer (Authorized Signatory) and approved with necessary modification if any after acceptance of the tender. However the Executive Officer shall reserve the right to modify the sequence of execution of different items/components/sub-items of the project as and when found necessary & in such cases it will be obligatory on the part of the successful bidder to abide by such changes in construction schedule/bar chart as per direction of EIC. No claim and/or condition should either be put forth in any manner by the successful bidder or shall be acceptable to the EIC.

7.14(a) Progress reports – submission by the contractor

- (1) The contractor shall submit monthly progress report of the work in a computerised form. The progress report shall contain the following, apart from whatever else may be required as specified:
 - (i) Project information, giving the broad features of the contract.
 - (ii) Introduction, giving a brief scope of the work under the contract, and the broad structural or other details.
 - (iii) Construction schedule of the various components of the work through a bar chart for the next three quarters (or as may be specified), showing the milestones, targeted tasks and upto date progress.
 - (iv) Progress chart of the various components of the work that are planned and achieved, for the month as well as cumulative upto the month, with reasons for deviations, if any, in a tabular format.
 - (v) Plant and machinery statement, indicating those deployed in the work, and their working status.
 - (vi) Man-power statement, indicating individually the names of all the staff deployed in the work, along with their designations.
 - (vii) Financial statement, indicating the broad details of all the running account payments received upto date, such as gross value of work done, advances taken, recoveries affected, amounts withheld, net payments, details of cheque payments received, etc.
 - (viii) A statement showing the extra and substituted items submitted by the contractor, and the payments received against them, items pending for sanction /decision by the Department, broad details of the bank guarantees, indicating clearly their validity periods, broad details of the insurance policies taken by the contractor, if any, the advances received and adjusted.

- (ix) Progress photographs and **video recording**, in colour, of the various items/ components of the work done upto date, to indicate visually the actual progress of the work.
 - (x) Quality assurance and quality control tests conducted during the month, with the results thereof.
- (2) The progress report submitted by the contractor shall be checked and certified by the Junior Engineer and the Assistant Engineer, and has to be reviewed by the Executive Officer (Authorized Signatory) and the Superintending Engineer, over their dated signatures.
 - (3) Work of unique importance and character irrespective of the value of the work, should have videography undertaken at various stages of construction right from the day of start of work to date of completion / occupation, covering all major events, inspections, visits by dignitaries, etc.

7.15. **Initial Security Deposit:**

The tenderer whose tender is selected for acceptance shall have to deposit **1% (one percent)** of the accepted tender amount as **Initial Security Deposit (ISD)** within **7 (seven) days** of receipt of Letter of Acceptance (LoA) and sign the agreement in the prescribed form within **10 (ten) days** of receipt of Letter of Acceptance after depositing the ISD. The ISD shall be deposited in shape of NSC / POTD / Post Office Savings Bank Account / KVP/ Deposit Receipt in Schedule Bank duly pledged in favour of the **Executive Officer, Belpahar Municipality payable at Belpahar**. No tender shall be accepted unless required amount of security money is deposited.

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

The security deposit of the contractor shall be refunded only after financial audit.

7.16. **Monitoring of the Project:**

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

The contractor shall submit monthly progress reports in a format as may be prescribed by the Engineer-in-charge. The monthly progress report shall be evaluated by the Executive Officer (Authorized Signatory) vis-à-vis the approved **Bar chart & PERT Chart** and any deficiency observed thereto shall be communicated to the contractor. The contractor shall have to make up the deficiencies within the specific time period communicated to him by the Executive Officer (Authorized Signatory) failing which the contractor shall be liable for action as per **Clause -7.26**.

In addition, the contractor shall submit monthly day-wise work program one month in advance to Executive Officer (Authorized Signatory) for approval under intimation to the **Executive Officer, Belpahar Municipality** to ensure speedy

implementation of the work and effective monitoring at all levels. Failing to do so shall also invite action under **Clause-7.26**.

7.17. Site Order Book:

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

7.18. Guarantee:

Defect liability period is **12 (twelve) months** from the date of final acceptance of the work conforming to provisions in scope of work. During this period, the contractor shall replace the defective materials if any or rectify the defects if any at his own cost as pointed out by the Executive Officer to the satisfaction of the later.

7.19. Land:

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

7.20. Unilateral Stoppage of Work:

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

7.21. Resident Engineer:

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

7.22. Force Majeure:

Neither the contractor nor the Executive Officer (Authorized Signatory) shall be considered in default in delayed performance of its obligation if such performance is prevented or delayed because of work to hostilities, revolution, civil commotion, epidemic, accident, fire, cyclone, flood, earthquake or because of any law and order proclamation, regulations or ordinance of the Government thereof or because of any act of God or for any cause beyond reasonable control of the party affected. Should one or both the parties be prevented from fulfilling their contractual obligations a state of force majeure lasting continuously for a period of 6 months, the two parties shall consult each other regarding the future execution of the contract for mutual settlement.

7.23. Damages to Persons and Property:

The contractor shall take every precaution not to damage or injure adjoining or other property of any persons. He shall indemnify and keep indemnified the

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

7.24. Attention to Urgent Works:

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

7.25. Safety Devices:

- i) **Scaffolding:** Suitable scaffolding shall be provided for workmen for all works that can not be safely done from the ground or solid construction except such short period of work as can be done safely from the ladders. When a ladder is used an extra labour shall be engaged for holding the ladder and if the ladder is used in carrying the materials, suitable foot holds and handholds shall be provided on the ladder.
The Executive Officer will have the right to inspect the scaffolding and centring etc. for the work and can reject partly or fully such structure if found defective in his opinion.
- ii) **Working Platforms:** Working platforms, gangways and stairways shall be constructed such that they do not sag unduly or unequally. If the height of the platforms or gangway or stairway is more than 3.25 meters above the ground or floor level, it shall be closely guarded, have adequate width and suitably fenced.
- iii) **Safe means of access:** Safe means of access shall be provided to all working platform and other working places.
- iv) **Precaution against Electrical Equipment:** Adequate precaution shall be taken to prevent danger from electrical equipment. Hand lamps shall be provided with Mesh guard, wherever required.
- v) **Preventing Public from Accident:** No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or public. The contractor shall provide all necessary fencing and light to protect public from accident and shall be bound to bear expenses of defence or any suit action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precaution and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such person or which may with the consent of the contractor, be paid to compromise any claim by any such person. The contractor not to come cause blockage of traffic /disruption of the traffic.
- vi) **Demolition:** Before any demolition work is commenced and also during process of work:
 - a) all roads and open areas adjacent to the work site shall either be closed or suitably protected,

- b) no electric cable or apparatus which is liable to be a source of danger shall remain electrically charged,
 - c) all practical steps shall be taken to prevent danger to persons employed from the risk of fire, explosion or flooding,
 - d) no floor roof or other parts of the building shall be so over loaded with debris or materials as may render it unsafe.
- vii) **Personal safety equipment:** All personal safety equipment shall be made adequately available by the contractor for use of persons employed at the site of work and maintained in a condition suitable for immediate use. The contractor shall take adequate steps to ensure proper use of the equipment by persons concerned.
- viii) **Precaution against fire:** Suitable fire extinguishers, water and sand buckets shall be provided at the work site to tackle situations of fire.

7.26. **Rescission of Contract:**

Subject to other provisions contained in this clause the Executive Officer (Authorized Signatory) of the Department may without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, recommend the accepting authority to rescind the contract in any of the following cases:

- i) If the **contractor** having been given by the Executive Officer (Authorized Signatory) a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workmen like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii) If the contractor being a company shall pass a resolution on the court shall make an order that the company shall be wound up or if a receiver or a **manager** on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle to court to make a winding up order.
- iii) If the contractor has, without reasonable cause, suspended the progress of the work with due diligence so that in the opinion of the Executive Officer (Authorized Signatory) (which shall be final & binding) he will be unable to secure completion of the work by the date of completion and continues to do so after a notice in writing of seven days from the Executive Officer (Authorized Signatory).
- iv) If the contractor fails to comply with the provisions of **Clause-7.15** & other relevant clauses mentioned elsewhere in this DTCN.
- v) If the contractor fails to complete the work within the stipulated date or items of the work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Executive Officer (Authorized Signatory).

When the contractor has made himself liable for action under any of the cases aforesaid, the **accepting authority shall have the powers to rescind the contract** (of which rescission notice in writing to the contractor under the hand of Executive Officer (Authorized Signatory) shall be conclusive evidence),

20% of the value of the left over work will be realized from the contractor as Penalty

7.26.1. In case of rescission of contract as per **Clause-7.26** the contractor shall have no claim to compensation for any loss sustained by him by regions of having purchased or procured any materials or entered any engagement on account of or with a view to execute the work / performance of the contractor.

7.27(a) **Conditions for Reimbursement of Levy/Taxes if Levied after Receipt of Tenders:**

- i) All tendered rates shall be inclusive of all taxes and levies payable under respect statutes. However, pursuant to the Constitution (46th Amendment) Act, 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the **Executive Officer, Belpahar** (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
- ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of the Department and/ or the Executive Officer and further shall furnish such other information/ document as the Executive Officer may require from time to time.
- iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (Forty Sixth Amendment) Act, 1982, give a written notice thereof to the Executive Officer that the same is given pursuant to this condition, together with all necessary information relating thereto.

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

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

7.28 **Fair Wages Clause:**

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

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

The Executive Officer (Authorized Signatory) shall have the right to enquire into and decide any complaint alleging that the wages paid by the contractor to any labourer for the work done by such labourer is less than the wages as per sub-paragraph-I above.

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

Odisha PWD / Electricity Department Contractor's Labour Regulations

7.28.1. Short title – These regulations may be called "**The Odisha Public Works Department / Electricity Department Contractor's Regulations**".

7.28.2. Definitions – In these Regulations, unless otherwise expressed or indicated the following words and expressions shall have the meaning here by assigned to them respectively, that is to say -

- i) "**Labour**" means a worker employed by a contractor of the Odisha Public Works Department / Electricity Department directly or indirectly through a sub-contractor or other person, or by an agent on his behalf.
- ii) "**Fair Wages**" means wages whether for time or piece work prescribed by the State Public Works Department provided that where higher rates have been prescribed under the minimum wages Act, 1948 wages at such higher rates should constitute fair wages.
- iii) "**Contractor**" shall include every person whether a sub-contractor or headman or agent employing labour on the work taken on contract.

- iv) **“Wages”** shall have the same meaning as defined in the payment of Wages Act and include time and piece rate wages, if any.
- 7.28.3. **Display of Notices regarding Wages, etc.:**
The contractor shall:—
- (a) Before he commences his work on contract display and correctly maintain and continue to display and correctly maintain, in a clean and legible condition, in conspicuous places on the work, notices in English and in the local Indian language spoken by the majority of the workers, giving the rate of wage prescribed by the State Public Works Department / Electricity Department for the district in which the work is done.
 - (b) Send a copy of such notices to the Executive Officer of the work.
- 7.28.4. **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
- 7.28.5. **Fixation of wage period:**
- (1) The contractor shall fix the wage period in respect of which the wages be payable.
 - (2) No wage period shall exceed one month.
 - (3) Wages of every 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.
 - (4) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.
 - (5) All payments of wages shall be made on a working day.
- 7.28.6. **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 work on which employed
 - (c) Total number of days worked during each wage period
 - (d) Total amount payable for the work during each wage period.
 - (e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
 - (f) Wage actually paid for each wage period.
 - (2) The contractor shall also maintain a wage card for each worker employed on the work.
 - (3) The Executive Officer (Authorized Signatory) 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.
- 7.28.7. **Fines and deduction which may be made from wages:**
- (i) The wages of a worker shall be paid to him without and deduction of any kind except the following -

- (a) Fines
 - (b) Deductions for absence from duty, i.e., from the place of places whereby the terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absence.
 - (c) Deductions for damage to or loss of good expressly entrusted to the employed person for custody or for loss of money for which he is required to account where such damage or loss is directly attributable to his neglect or default.
 - (d) Any other deductions which the Odisha Government may from time to time allow.
- (ii) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deduction.
 - (iii) The total amount of fines which may be imposed in any one wage period on a works shall not exceed an amount equal to five paise in a rupee of the wages payable to him in respect of that wage period.
 - (iv) No fine imposed on any worker shall be recovered from him by instalments, or after the expiry of 60 days from the date on which it was imposed.

7.28.8. Register of fines, etc.:

- (i) The contractor shall maintain a register of fines and of all deduction for damage or loss. Such register shall mention the reason for which fine was imposed or deduction for damage or loss was made.
- (ii) The contractor shall maintain a list in English and in the local Indian language, clearly defining acts and omissions for which penalty of fine can be imposed. It shall display such list and maintain it in a clean and legible condition in conspicuous places on the work.

7.28.9. Preservation of register:

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

7.28.10. Powers of Labour Welfare Officers to make investigation or enquiry:

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

7.28.11. Report of Labour Welfare Officers:

The Labour Welfare Officer or others authorized as aforesaid shall submit a report of the results of his investigation or enquiry to the Executive Officer (Authorized Signatory) concerned, indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor bill be made and the wages and other dues be paid to the labourers concerned.

7.28.12. **Appeal against the decision of Labour Welfare Officer:**

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

7.28.13. **Inspection of register:**

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

7.28.14. **Submission of return:**

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

7.28.15. **Amendments:**

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

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

Contractor

SECTION – 7A

SITE VISIT AND CONSTRUCTION FACILITIES

1. Site Visit:

The tenderer before tendering shall inspect the site at his own cost in consultation with the **Executive Officer, Belpahar Municipality, Odisha** in charge of the work and shall satisfy himself with regard to the nature and extent of the work involved, the actual site conditions, existing facilities & shall collect any other information which may be required before submitting the tender. Any claim afterwards by the tenderer shall not be entertained on account of the ignorance of the site conditions.

2. Construction & Erection Facilities:

Water, power, accommodation and storage of materials for construction, erection and fabrication at site shall be arranged by the contractor at his own cost. The power supply & consumption during the construction stage shall be the responsibility of the contractor & no extra payment shall be made on account of this.

SECTION-8

SCOPE OF WORK

8.1. Description of Work

The Reclamation of Water Bodies shall be executed being integrated with the existing system as far as possible.

The intent of this Section is to specify the item of works to be covered on '**Percentage Rate Basis**' in conformity with the technical specifications as enumerated in the subsequent section of DTCN for the work "**Reclamation of Water Bodies at Belpahar Municipality for Package-II (2 water bodies) i.e. Gomadera Suru Kanta, Muchbahal Kanta**".

The work covers excavation and refilling. The boundary protection is to be carried out with toe wall and RCC frames as per drawings. The boundary protection by compound wall and the railing along lake side from SS is to be provided. The toilet block and gazebo as per the drawings to be constructed.

8.2 Bidder's responsibility

- The bidder before bidding shall visit the site at his own cost and shall satisfy himself with the nature and extent of the work involved, actual site conditions, and existing facilities. Shall collect any other information which may be required before submitting the tender. Any claim in this regard shall not be entertained.
- The scope of work for the reclamation of water body covers surveys including Topographical survey, Geo-technical survey, design & detailed engineering of all components of the scheme, do the necessary changes as per site condition, develop detail drawing and getting approval from Engineer-in-Charge, supply of equipment and construction materials, testing at manufacturer's works, delivery up to site, erection, execution of works as per the work described under "Scope of Work" or elsewhere in the tender and as per relevant IS codes, OPWD specifications and detailed specifications attached hereto, final check-up.
- The work shall be carried out according to the design / drawings submitted by bidder and approved by Engineer-in-Charge. For building, facilities, systems, structures, etc., necessary layout and details are furnished with tender document. Any changes, if required, shall be done by the bidder keeping in view the scope, minimum specified requirement, the statutory and functional requirement and providing enough space and access for operation, use and maintenance. The bidder's work shall cover the complete requirement as per tender specification.
- The work is to be performed under the specification consisting of providing all labours, supervision, materials, scaffolding, construction power, fuel, construction water and construction equipment, testing equipment, tools and plants, supplies, transportation and all incidental items not shown or specified but necessary for successful completion of the work.

- The nature of work generally involves site clearance, dismantling of existing above ground and underground structures, excavation in all types of soils, foundation preparation, dewatering and its disposal, backfilling, disposal of surplus excavated material, supply of all construction material and supply of all necessary plant machinery and equipment, etc., construction with the materials of specified quality, constructing drains, cleaning the site from all waste and surplus material after completion of work and other ancillary work as per specifications, as per drawings submitted by the contractor and approved by the Engineer-in-Charge.
- Any items of work, either supply and / or erection of material / equipment which have not been specifically mentioned in the scope / specifications but are necessary for operation and guaranteed performance of the entire reclamation of water body project, shall be deemed to be included within the scope of this specifications and shall be provided by the bidder without any additional cost.
- All material / equipment which have been mentioned and have not been specifically mentioned in the scope / specifications but are necessary for operation and guaranteed performance of the entire reclamation of water body project shall be any of the make mentioned in **Technical specification**. Contractor shall have to obtain written approval of make of any item from Engineer-in-Charge before supply.

8.3.1 Services to be provided by the Contractor

- The contractor shall open a fully furnished site office with all necessary facilities having office equipment such as computer, printer, etc. A separate room shall be provided to the Engineer-in-Charge or its representative.
- The Contractor will make necessary arrangement for construction power and construction water.
- The Contractor shall make necessary arrangement for all the testing and inspection to be conducted in a manner as specified in the specifications and as per codes.
- Transportation of all equipment / raw material / spares from manufacturers work to the project site, inclusive of all intermediate handling and unloading / storage at site and all **GST** etc.
- Supply, erection as per manufacturers recommendations / specifications, inspection, testing, start up and running of the equipment during trial run / performance guarantee period at rated capacity and speed.
- Deploying qualified and experienced staff for supervision of all erection and commissioning services. The Contractor shall also arrange for rectifying the defects during defect liability period.
- During defect liability period of **one year** from the date of commissioning of project, the contractor has to replace any equipment, component, etc. for manufacturing defect, malfunctioning and below rated performance. He will make good any structure or part of it if found defective or becomes during functioning.
- Application of the final paints and final finishing work shall be done by the Contractor after work completed but before handing over to the department.
- Any survey/ levelling/ fixation of bench mark/ reference level required for detailed engineering of the any component of the scheme will be done by survey team deputed by contractor. The survey team will carry out the area survey and levelling wherever required as per the instruction of Engineer-in-Charge.

- The detailed scope of work has been mentioned in scope of this chapter.
- ***Nothing extra over the quoted price shall be paid*** to contractor on account of any financial implications of all the conditions and specifications. It will be treated that necessary financial provision are deemed to have been kept in the quoted price. Any contiguous item or any provision/requirement, if not included in the general specification and scope of work, special specification and detailed specification but necessary to be provided for the completion of the work and for its functional necessity, *shall be provided at no extra cost above quoted price*. The decision of the Engineer-in-Charge in such cases shall be final and binding on the contractor.

8.3.2 Tender Drawings

The Tender drawings shall form the part of tender document. The contractor shall submit detail design and drawing of all component of the reclamation of water body project for its sufficiency in all respect before taking up the construction work. The contractor can do addition, modification, alteration or detailing in the drawings as per the prevailing conditions and he has to take approval from Engineer-in-Charge. The structural stability throughout its working life **lies with the contractor**. The work has to be executed as per the approved construction drawings.

8.3.3 Test for Material/Workmanship

All tests required for all brought out materials as desired by the Engineer-in-Charge shall be carried out by the contractor as per relevant IS code and at his own cost in the presence of authorized representative of the Engineer-in-Charge.

8.3.4 Specifications

All work is to be carried out according to the specifications. In absence of any specifications, BIS codes for relevant codes of practice shall be followed and in that case, they shall be taken as the latest edition of the same issued within one month before the date of submission of the Tender. The detailed specifications, are intended for the general description of the work, quality and workmanship.

8.3.5 Layout and Levels

The layout and levels of all structures etc. shall be made by the contractor at his own cost from the general grid of the plot and bench marks given by the Engineer-in-Charge. Contractor shall provide all help in instruments, materials and men to the Engineer-in-Charge at no extra cost for checking the detailed layout and correctness of the layout and levels. However, the Contractor shall be solely responsible for correctness of layout and levels. Permanent reference pillars shall be established by the contractor and under no circumstances shall the contractor remove or disturb any permanent/reference pillar/ benchmark without the approval of the Engineer-in-Charge. The contractor shall carefully maintain and protect all benchmarks and reference points and shall mark the layout of all his work by accurate reference to the benchmarks and reference points.

8.3.6 Construction Method

The bidder shall submit a pert chart along with this tender showing the time schedule for the overall constructions activities along with construction

methodology. The construction method and mobilization of resources to be adopted by the contractor shall match with this time schedule and shall be approved by the Engineer-in-Charge. After approval of tender the contractor will submit his detailed schedule of work.

8.3.7 **Testing of Materials**

All arrangement shall be made by the contractor to provide testing requirement as specified in the specifications. For the tests for which, equipments required is not available with the contractor shall provide the same or will arrange the test to be done at a Government approved laboratory. No extra claim is admissible in this regard.

8.3.8 **Approach Roads**

The Contractor where required shall make his own arrangement for approach to the work site (including, burrow and disposal area) and for movement of men, machinery, other equipment etc. required for carrying out the work included under this contract. The contractor will also arrange for any land required for burrowing earth or disposal of any dispensable material.

8.3.9 **Dealing with Water / Dewatering,**

Bailing and Pumping out of subsoil water may have to be carried out during execution of work. The contractor's program and methods must be capable of dealing with rainfall / subsoil water. The contractor shall supply, install and operate his own temporary pumping equipments wherever required.

8.3.10 **Prevention of pollution**

Arrangement shall be made by the contractor to prevent Air Pollution and pollution in any stream, nallah or rivers. Arrangements for sprinkling of water in the construction and burrow area to prevent any dust blowing also shall be done by the contractor. The contractor shall be solely responsible and liable for all damage caused by any pollution that may take place during the execution of the works, and he shall make arrangements as the Engineer-in-Charge may approve, for preventing pollution.

No separate payment shall be made for the pollution control measures.

8.3.11 **Safety Measures**

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 at his own expense arrange for the safety provision as per IS code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make the above arrangement Engineer-in-charge shall be at liberty to make arrangements and provide facilities as aforesaid and recover the cost incurred on his behalf from the contractor.

The contractor shall ensure the safety of men, material, machinery, existing structure and any other facilities. Since the work is to be done on road/lanes/by lanes, all necessary safety arrangements including proper barricading and lighting etc. shall be done by the contractor.

The Contractor shall be absolutely and solely responsible for any accident that may occur during the progress of the work and for injury or damage to the men,

material, machinery, existing structure and any other facilities of any description whatsoever which may be caused by or result from the execution of work. The Contractor shall make good any damage due to accident or pay any claim arising out of accident and will indemnify the employer of expenses on account thereof. No separate payment shall be made for safety measures.

8.3.12 **Equipment's & Machinery.**

The contractor shall have to use his own/hired earth moving equipment's & concreting equipment such as dumpers, pocklains, dozers, vibrators etc. A list of equipments/ machinery to be deployed at site as per the requirement of the project schedule shall be submitted by the contractor within one week of award of work. All the equipments/machinery shall be kept in working condition by the contractor during the tenancy of the contract. Contractor will not move any equipment/machinery without written permission of Engineer-in-charge to any other work which is not under the scope of this work.

8.3.13 **Storage and Handling of Materials.**

The protection all material and machinery from dirt, clay, rust, theft or damage at any stage of the project is the responsibility of the contractor and no claim will entertained in this regard.

- **Reinforcement.**

Reinforcement steel shall be stored in a manner that no damage/rusting is caused to the material.

- **Cement.**

The Cement shall be stored as per IS code and in a manner that no damage/setting is caused to the material.

- **Coarse and Fine Aggregate**

Aggregates shall be stored on brick soling or an equivalent platform so that they do not come in contact with dirt, clay, grass or any other foreign substance at any stage. Aggregates of different sizes shall be kept in separate stacks. Aggregates from different sources shall be stacked separately, if so desired by the Engineer-in-Charge with proper care to prevent intermixing.

- **Sand.**

Sand shall be stored on brick soling or an equivalent platform so that they do not come in contact with dirt, clay, grass or any other foreign substance at any stage.

- **Pipes.**

Pipes shall be stored in stacks as per relevant IS codes.

- All other material required for construction will be stored properly by the contractor.

8.12. **Equipment Drawings:**

Prior to the delivery of any item of plant or equipment for the erection of treatment plant, the contractor shall, in triplicate, submit to the Department office for approval, accurately detailed mechanical and electrical drawings relating thereto together with spare parts, tests, references, drawings etc. for the plant. The make of all equipment shall have to be approved by Department.

8.13. **Obligation to Provide Documentation:**

The contractor shall, as an integral part of the contract, supply detailed documentation and working drawings of the process and the equipment to be

supplied by him within the specified periods and assist in checking the design calculations, other information or data relating to problems arising from the design of all components or supply of the process or the mechanical or electrical equipment.

The contractor shall supply all the documentation and drawings asked for or implied in this section or elsewhere in the specification.

Approval of designs, drawings, calculations, or equipment supplied by the contractor shall not relieve the contractor from any of his contractual responsibilities or obligations, if any rectification or replacement is felt necessary at a later stage.

8.14 Quality of Material and Workmanship:

All the materials supplied by the contractor shall be best of their respective kinds and shall comply with latest revisions of Indian Standards/ International Standards/ Water Supply & Public Health regulations stipulated by Govt. of India, AWWA, State Pollution Control & Prevention Board, Indian Electricity Rules and other statutory requirements of Govt. of India and Govt. of Odisha.

The contractor shall be responsible for the design of the entire system and quality of materials and workmanship. The contractor shall guarantee the satisfactory functioning & performance of entire water treatment plant. If any modification/ replacement is necessitated during trial-run and guarantee period, the same shall be carried out immediately free of cost.

8.15. Construction & Erection Facilities:

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

8.16. Inspection & Testing:

For all materials, the contractor shall furnish Manufacturer's test certificate with each consignment. At site, Testing and inspection shall be carried out as per Indian standards/International Standards in presence of Engineer-in-Charge, contractor and manufacturer. The contractor shall detail out the codes and standards in accordance with which the testing shall be carried out.

Inspection by the Engineer-in-charge of the Department shall not relieve the contractor of his liability for rectifying the defects which may subsequently appear or be detected during testing and commissioning or subsequent operation. After rectification of the defects or replacement, the equipments shall be re-tested to the satisfaction of the Department.

All equipments, labour, tools & tackles, instruments and other facilities for testing shall be provided by the contractor. He shall also maintain records of all the tests and furnish copies of the same to the Department.

Whenever untested materials are used, written permission from the Engineer-in-Charge shall be obtained. Manufacturer's test certificates shall be furnished by the contractor for such equipments and materials used.

The Department reserves the right to test any material at any of the reputed laboratories if necessity arises & the cost of such test(s) shall be borne by the contractor & rejected materials shall have to be replaced by the contractor by approved material at his cost.

8.17. Completion Schedule:

The time is the essence of this contract. The entire job is to be completed within a time frame of **12 (Twelve) months** from the date of issue of work order by the **Executive Officer Belpahar**. The tenderer shall submit a Bar Chart indicating starting and completion dates of each activity such as submission of designs and drawings, site mobilization, procurement of materials and equipments, transportation, execution, assembly/ erection, testing, trial running and commissioning without which the tender shall be liable for rejection.

8.18. Tendering:

Ordinarily, modifications of technical specifications during execution of the work shall not be permitted excepting in cases where such a modification is warranted due to technical requirements.

8.24. Tender Drawings:

The tender drawings submitted by the contractor/firm in their offer are subjected to change during detailed design if so required from technical considerations without extra financial implications.

8.19. Schedule of Tender for Submission:

The tenderer shall submit the following details in addition to other documents as indicated elsewhere in this DTCN along with the 'General & Techno-Commercial Bid' of his tender document without which his 'tender' shall not be considered further for appraisal.

- i) Technical write-up on the facility/scheme offered.
- ii) General Arrangement Drawings, proposed general layout Drawings, sectional elevation drawings with dimensions, flow diagram, hydraulic diagram, electrical circuit diagram, P&I diagram, site drainage and wastewater disposal scheme etc.
- iii) Perspective drawings of the proposed plant showing all the units to give a general idea as to how the plant offered by them would look like architecturally.
- iv) Detailed specifications with codes/standards of all the materials/ Equipments/ construction work etc, with makes & their source of supply and testing codes including manufacturer's catalogue.

- v) Battery Limits/ Exclusions, if any.
- vi) Delivery period with Bar Chart for the complete scheme.
- vii) Equipments, tools & tackles (with their capacities) proposed to be mobilized to the site.
- viii) Personnel & staff proposed to be deployed at site.
- ix) Past experience of the Tenderer with respect to eligibility criteria. A list of similar jobs designed & executed by the tenderer with their capacity, year of commencement & installation, value of work and full addresses of their client.
- x) Brief details of the tenderer, technical personnel/ executive Employed with the tenderer, their qualifications & experience, Organization chart.

SECTION – 9

TECHNICAL SPECIFICATIONS

9.1 Civil Works:

Materials of following specification are to be used in work. The Tenderer are expected to possess and be well conversant with the following IS standard and code of practice.

1.	Cement	Will be as per I.S. 269/255 of make Ultra-tech, ACC, Konark
2.	Steel	I.S. 432 (Plain) and 1786 (Tor) of make TATA, RINL, SAIL, Jindal Steel, Shyam Steel.
3.	Vibrator	I.S. 7246
4.	Aggregate	I.S. 383, I.S. 515
5.	Water for mixing and curing	Shall be clean, free from injurious amount of oil, salt, acid, vegetable materials and other substances and harmful to concrete in conformity to I.S. 456 and I.S. 2025.
6.	Sand/ Fine Aggregate	I.S. 2116, 383
7.	Binding wire	I.S. 280 (galvanized minimum 1 mm)
8.	Rain water pipe	I.S. 2527
9.	Construction joints	I.S. 3414
10.	Steel Window Frame	I.S. 1038/83
11.	Steel Door Frame	I.S. 4351/75
12.	Fitting & Fixtures for joinery works	Conforming to I.S. 7452/82 strictly conform to I.S. specification and as per direction of Engineer-in- Charge.

Note: For road work (Approach Road) specification as per road and bridges (latest edition) published by I.R.C & M.O.S.T. shall be followed. In case of any doubt and absence of provision, regarding specification I.S. shall be referred (Indian standard).

ITEM OF WORK

1. Concrete shall be with conformity to I.S.456.
2. Foundation shall be with conformity to I.S.1080.
3. Stone masonry (R.R.) shall be with conformity to I.S.1597 (Part-I)
4. C.R. Masonry shall be with conformity to I.S.1597.
5. Brick masonry shall be with conformity to I.S.2212.
6. Cement plastering shall be with conformity to I.S.9103 & 6925.
7. Mortar shall be with conformity to I.S.2250
8. White and colour washing shall be with conformity to I.S.6278.
9. CC in foundation shall be with conformity to I.S.2571.
10. Anti-Termite Treatment shall be with conformity to I.S.6813. (Part – I & Part – II)
11. Painting to all surfaces shall be with conformity to I.S.2395 (Part – I & Part – II)
12. DPC shall be with conformity to I.S.3067
13. Tar felt treatment shall be with conformity to I.S.1346
14. Mosaic flooring with conformity to I.S.2114
15. Steel painting shall be with conformity to I.S.1477 (Part – I & Part – II)
I.S.1661

- (A) BUILDING MATERIALS:
- (a) Bricks: Bricks shall be of locally available best quality kiln burnt. Bricks shall be well burnt, uniform deep red, cherry or copper colored, free from cracks and flaws, well-shaped, uniform in size, homogeneous in textures and shall emit a clear metallic sound when struck, bricks shall have a minimum crushing strength 75 Kg/Cm² and shall not absorb water more than 20% by weight.
- (b) Cement Mortar: Mortar shall be well mixed to a uniform colour and consisting in the proportion as specified in the items of work. Sand shall be measured on the basis of its dry volume and the quantity shall be adjusted for bulking of damp sand. Cement shall be mixed, taking 50 kg. or 0.035 Cum. in volume only required quantity that can be consumed within 30 minutes of adding water shall be mixed at one time.
- (c) Cement: Cement should conform to IS-269/IS-455.
- (d) Sand: Locally available best river sand medium size.
- (e) Coarse Aggregates: The coarse aggregate shall be of hard granite stone and shall generally conform to I.S. 389. Porous coarse aggregate shall not be used. The aggregate shall be free from clay films and other adherent coatings. Aggregate containing clay films over the stone materials shall be thoroughly washed. The aggregate shall be from approved quarry and crusher broken. Coarse aggregates shall be composed of particles ranging between the sizes 2.36 to the maximum size as may be specified in the relevant item of work, within the range, the aggregates shall be well graded so as to produce a dense concrete.
- (f) Reinforcements: Mild steel Round Bars, coiled twisted and deformed bars of steel of medium tensile strength will be used as reinforcement as per drawing and design and directions. Mild steel bars shall conform to I.S.;226/1962 standard quality or IS:432/1966 - Grade-I. Black annealed wire (Not thinner than 24 gauge for tying the reinforcements shall be used).

All Reinforcement Steel and structural steel shall be procured and used as per specifications mentioned in BIS's documents- IS:1786 and IS:2062 respectively. Independent tests shall be conducted, wherever required, to ensure that the materials procured conform to the specifications.

These steel shall be procured only from those firms, which are established, reliable, Indigenous & primary producers of steel, having Integrated Steel Plants (ISP), using iron ore as the basic raw material as per Ministry of Steel's guidelines. No re-rolled steel shall be permitted in works. All other specifications and guidelines of MORTH shall be complied.

In case of exigency, other brands (primary producers) of steel may be used with proper justification and prior approval of competent authority satisfying the tests as required by BIS's code.

a) **General:**

- i) All the building and structures shall be of permanent type. The Treatment Plant buildings shall have good aesthetic and imposing elevation and architecture with the grounds attractively landscaped and well maintained. Reinforced cement concrete fins, decorative windows, boxes, pebble dash/ rough cast plaster, grills etc. may be proposed to elevate the look.
- ii) Sufficient consideration shall be given for the design of the buildings for **aesthetic look**. Ordinary configurations without aesthetic shall not be accepted.
- iii) Foundations for all the buildings and structures of Treatment Plant Complex shall be designed depending on Ground water table, sub-soil condition and bearing capacity of soil. In no case the depth of foundation below the virgin soil shall be less than **1.0 mtr**.
- iv) Provision of pressure relief valves/earthen overburden for countering full or part of uplift pressure shall not be allowed.

b)

ii) **Toilet/Gazebo :**

- a) The house shall be RCC M-20 / RCC (1:1.5:3) grade framed structure with 250mm thick brick filler walls. Sufficient doors & windows shall be provided in the building. The foundation for pumps and motors shall be designed for machine foundation in accordance with relevant I.S. specifications. The pump foundation shall be separated from the adjoining floors by 25mm thick Neoprene Rubber. The floor shall be suitably sloped and drains provided to let out any leakage water so as to keep the floor dry. The floor of panel room and utility spaces shall be 150mm higher than the pump floor.

- b) Floorings of the Pump Houses shall be of A.S flooring. All other items including electrical shall be standard PWD/Electrical specification unless otherwise mentioned specifically elsewhere.

iii) **Boundary Wall:**

Boundary wall shall be 25cm. thick Fly Ash Brick Masonry (1:6) with 12mm thick cement plaster of 1:6 cement mortar, **M-20/RCC (1:1.5:3)** grade with open foundation CC (1:4:8), RR (1:6) Brick masonry. Top of the wall shall be provided with 100mm thick PCC (1:2:4) layer. Depth of foundation of Boundary wall shall be minimum 1.00M. **R.C.C. Column** for the Gate Opening shall be of 0.38m x 0.38m size & 2.0m high of **M-20** grade structure. The depth of foundation of the R.C.C. Column with isolated footing shall be minimum 1.00m below the ground level. The both side of the compound wall should be painted with two coats of weather coat paint over one coat of primer. Construction joints in boundary wall shall be provided at suitable interval as per the direction of Engineer-in Charge.

9.2

General for all Buildings & Structures:

- a) All tanks for alum & lime, aerator, Rapid mixing unit, flocculation, sedimentation, filtration units, elevated water tank etc., backwash tank and all channels carrying raw, coagulated, settled or filtered waters shall be of

M₃₀ grade and shall be designed as water retaining tanks and as uncracked section without considering any age factor. All water retaining structures shall be tested for water tightness before installing the equipment, media etc. All channels of the Water Treatment Plant shall be cladded with white glazed ceramic tile of approved make. Required type of foundation as required with respect to actual soil condition & soil parameters, SBC bore log, position of maximum subsoil water table in worst rainy season condition shall be provided for the units of buildings and other structures as per actual design requirements satisfying the requirements of books of reputed authors & IS codes maintaining safety.

- b) Minimum free board (FB) of 150mm shall be provided for channels unless specified separately and the Filter Boxes in which case it shall be 500 mm.
- c) All channels, launders, conduits etc. shall be designed for 50% overload.
- d) No age factor shall be allowed in the design of the structures.
- e) The plinth level of all the buildings shall be **0.75 m** above the general ground formation level unless otherwise specified.
- f) The room height (between finished floor level and ceiling) for toilet and of the shall be not less than **3.00 mtr.**
- g) Plain cement concrete of grade **M10** of thickness not less than **100 mm** shall be provided below the RCC floor slab and the footings and foundation unless otherwise specified specifically.
- j) All Iron works shall be painted with two coats of approved anticorrosive synthetic enamel paint over a coat of primer. All wood works shall be painted with two coats of approved paint over a coat of primer.
- k) All External surfaces shall be painted with two coats of Weather proof acrylic emulsion paint of approved colour over a coat of primer. The Engineer-in-charge shall approve the computerized colour code prior to application of paint.
- l) The specification of **building works** shall be as below:
 - i) **Brick work:**
Fly ash Bricks in cement mortar (1:6) in superstructure. All load bearing walls shall be minimum 250 mm thick. The thickness of plaster shall not be more than 20 mm for outside face & 12 mm for the inside face.
 - ii) **Plastering:**
All brick works with 12 mm thick cement mortar in (1:6) to inside and outside walls respectively & all RCC exposed surfaces & roof ceilings except for the Water retaining structures shall be with 12mm thick cement mortar in (1:4) unless specifically mentioned.
 - iii) **PCC:**
Minimum 100mm thick **1:4:8** under RCC foundation and flooring.

iv) Painting / Colouring over Plastering:

All External surfaces shall be painted with two coats of Weather proof acrylic emulsion paint of approved colour over a coat of primer. All internal surfaces of all the buildings/Room shall be given with two coats of distemper paint over a coat of primer. Ceiling of all round of building shall be painted with two coats of white distemper over a coat of primer.

v) Flooring:

Level of flooring shall be 0.75m above the virgin soil at respective structures. There shall be sand filling between the virgin soil & the floor. The flooring shall be of 2.5cm thick AS flooring. The dado in all types of flooring shall be of 0.3mtr height.

- a) The contractor shall provide necessary sun shades/Chajja etc. wherever necessary.
 - b) The contractor shall provide ramp with gentle slope to the buildings wherever required.
 - c) Plinth protection for a width of 1.00 m around all the buildings shall be provided. It shall be C.C. checkered floor over 100 mm PCC.
 - d) All roofs shall be provided with grading plaster of 25 mm thick in 1:4 cement plasters with required grading for drainage. There shall be drainage pipes of 110 mm PVC pipes with all fixtures and specials extending up to the surface drain for disposal of rainwater. The number of pipes shall be as per the roof drainage plan to be approved by the Department. A DPC coarse in 1:2:4 concrete shall be provided at plinth level for a thickness of 40mm for all buildings.
 - e) There shall be parapet walls of 250 mm brick masonry up to 600 mm height above the roof of all buildings.
 - f) Expansion joints shall be provided in exposed pipelines as per standard practice & in conformity with relevant IS Specification.
- i) In the event of any deviation from the desired strength, the contractor shall dismantle the defective parts of the construction and make good the same at his own cost. All the building materials including steel rods shall be tested in recognized testing laboratory to be selected by Department at the cost of the contractor. Any material found defective/not to specification shall be replaced forth with by the contractor without any extra financial implication.
 - ii) **All reinforcement shall be checked and recorded** prior to concreting by the Engineer-in-charge or his representative and the contractor shall countersign this. Entire concreting work shall be done in the presence of an officer not below the rank of Assistant Engineer, The contractor shall, therefore, give notice of at least two days to the Engineer-in-charge or his representative so that the works can be checked by him or his authorised representative.
 - iii) 1. The form work shall be of steel plates of steel frame, sound and seasoned timber or of any approved materials, having sufficient strength to hold the concrete and withstand ramming and

vibrations. If timber shuttering is used it shall be constructed in such a way that none of the concrete grout leaks away and shall be such as to leave a clean smooth surface not requiring further plastering. The surface of all forms in contact with concrete shall be clean, rigid, tight and smooth. Before a piece of work on formwork is concreted, the formwork shall be cleaned of all mortar, shavings, concrete from previous work and all other dirt. It shall then be covered with thin coat of Mobil oil.

2. The joints in the form work shall be arranged in a regular pattern.
3. Shuttering shall be provided to concrete faces where the slope exceeds 1: 2½.
4. The stripping time of all form work shall be in accordance with recommendations contained in **IS:456**.

vi) Earth work

The earth work should be carried out as under.

A Recording of measurements for earth work and other type of works by levelling and cross sections

- (i) In case of measurements by levelling and cross sections, level are to be recorded in level books and measurements derived there from are to be recorded in the measurement books. The level books should renumbered, accounted for and handled like Measurement Books.
- (ii) Before starting the earth work, original ground levels should be recorded in the level books by the contractor in the presence of Engineer in charge or his authorised representative and should be signed by both and the departmental officer who records the levels. All the local mounds and depressions Should be indicated clearly in the drawing and field level book and should be checked by Engineer in charge before levelling is started.
- (iii) A suitable base line should be fixed by contractor with permanent masonry Pillars at distances not exceeding 500 ft, to provide a permanent reference line for facilitating check. The base line should be entered in the level field book with co-ordinates these base lines should be maintained till final payment for the work has been made.
- (iv) While recording levels, it should be ensured that the circuit is closed by taking final level of the starting point or any other point, the R.L. of which was previously determined. This procedure should be followed so as to ensure accuracy of levels taken, as these levels cannot be check measured, subsequently.
- (v) Plans showing the initial levels, location of bench marks and its reduced levels, should be prepared and signed by both the parties and attached to the agreement before commencement of the work. The test-check of levels should be carried out independently by each officer on a separate page and readings for the reduced levels should be recorded in the same level book in the red ink against the old levels which should be neatly scored out, where necessary. If the test checking carried out reveals serious mistakes in original levels, these should be taken or retaken and

rechecked. The test-check by an officer should be as representative as possible for the entire work done.

- (vi) On completion of work, the levels should again be taken by contractor and recorded in the level book and the contractors' signatures with engineer in charge's signature is to be obtained. These levels should also be test checked by the Sub-Divisional Officer/Divisional Officers to the same extent as indicated above within one month of the date of completion of the earth Work and according to the procedure as laid down in the case of initial levels indicated above. The formation levels as per final execution of the work should be compared with the proposed formation level and work got rectified with tolerance of plus/minus.
- (vii) In case of large scale levelling works involving earth cutting and filling, and accurate site plan should be prepared before the work is commenced. The portion requiring cutting and filling shall then be divided into squares and corresponding squares into filling, which are complementary to the squares in cutting given the same numbers. A table may be written upon the plan showing leads involved between the various complementary squares. This would form a lead chart for the work to be done. Before the work of levelling is commenced, the lead chart shall be checked by a responsible officer in presence of the contractor or his authorised representative and signature shall be obtained the same. This should form an integral his part of the contract and should be duly signed by both the parties before commencement of the work. The quantity payable for earthwork shall be lower of the quantity derived from cutting or filling. The payment for load shall be based on lead chart prepared in the aforesaid manner.
- (viii) In case of earth to be imported, the area from where the earth is to be Imported, should be carefully pre-determined before the slate of the work and where feasible, average lead should be worked out and stipulated in the tender. After this is determined, initial levels of this area should be recorded along with the Initial levels of the area to be filled. The levels should be properly chocked during the progress of work and on completion, measurements of earth work should he recorded In both places to determined correctly the earth excavated and carted. Payment for the earth work shall be made on the basis of the lesser of the quantity in filling or cutting, Distance between the two places should be measured correctly which should also be test checked.
- (ix) Similarly procedure should be followed while recording measurements of disposal of earth.
- (x) In case of borrow pits measurements and stack measurements of earth, the place of borrowing of disposal, may be recorded clearly so that the leads and lifts can be verified.
- (xi) For measurements of tunnel excavation work area is to be determined with reference to the graph sheets and accordingly the following subsidiary records need be maintained and handled like measurement books as basic records.

(1) Ordinate Book

- (2) Graph sheets
- (3) Calculation Register

The measurement at each chainage is to be recorded in the ordinate book. With reference to measurements so recorded in the ordinate. Book, graph sheets are to be prepared for each chainage, From the data so available in the Graph Sheets, the detailed calculations have to be recorded in the Calculation Register and then completed to arrive at the total area in respect of each chainage which Should be taken to measurement book.

The Engineer in charge should measure all important works (like foundation, reinforcement concrete, and any other underground works and items having very high unit rates) himself, which owing to their situation cannot be subsequently checked. The items usually attract high unit rates are given in the annexure.

The measurement for extra items should be recorded irrespective of the fact whether rates for such items have been settled or not.

In case of items like dewatering etc. which are not susceptible of measurement subsequently the Engineer in charge should take steps to keep necessary account of the labour, machinery etc. engaged in the work.

vii) Concrete face work:

- The exposed faces of concrete shall be true to line have smooth surface and without roughness occurring between successive sections of shuttering. In removal of forms, minor uneven surface defects shall be picked out to such a depth, refilled and properly replaced with such class concrete as necessary. All pin holes shall be plugged.
- The surface of non-shuttered faces of concrete shall be finished with a wooden float to give a finish equal to that of the rubbed down shuttered faces. The top faces of slabs not intended to be surfaced shall be levelled and floated to a smooth finish.

viii) Embedment and Anchorages:

All the embedment and anchorages shall be provided by the contractor and shall be rigidly fastened. Anchor bolts and other anchorages or inserts shall be set to template and /or firmly secured in position.

ix) Grouting:

Nominal minimum strength of grouting concrete shall be 40 N/mm^2 or such other values as may be shown on the approved drawings. The nominal maximum size of aggregate for grouting concrete shall be 10 mm.

In case 'Dry' concrete or mortar is used, slump shall not exceed 6 mm.

If 'Wet' expanding concrete or mortar is used, slump shall be at least **125mm** or more but not exceeding 225 mm. An expanding grouting admixture shall be of approved type and in accordance with the manufacturer's instruction.

x) Doors/Window/Ventilators/Grills:

1. There shall be adequate nos. of doors & windows in all the buildings/structures.
2. The area of openings shall not be less than 25% of floor area.
3. All windows shall be with aluminium frame & 5 mm thick reinforced glass panels provided with all related aluminium hardware fittings. The shutters shall be of sliding type in two folds.
4. All doors except for those specified separately shall be with aluminium frame & 12mm thick pre laminated plywood panels provided with all related aluminium hardware fittings.
5. There shall be adequate nos. of ventilators of size 750mm x 300 mm fitted with decorative RCC Jally.
6. There shall be a **3 mtr.** wide **2.4 mtr.** Height rolling MS shutter of standard thickness with all hardware fittings suitably located to facilitate conveyance of chemical bags in to the storage area. There shall be an additional outside door for general thoroughfare.
7. There shall be MS grills of member thickness not less than 5 mm of decorative designs fitted to all the windows of the office & laboratory building, chemical storage area for safety. Similarly, the Grill Gate to be fixed to the boundary wall shall be approved design and of 2.0m. height.
8. The panels of all external doors, toilets, filter house shall be of waterproof pre-laminated plywood shutter of minimum 12 mm thickness. For chemical house, the panels should be of chemical resistant materials.
9. The specifications of aluminium frames for doors & windows shall be as per relevant ISS & suitable from aesthetic point of view to be approved by Department.
10. All other materials used in doors & windows shall conform to relevant ISS & to be approved by Department.
11. The fixing of doors & windows shall conform to relevant ISS.

9.3 **Steel & Structural Fabrication:**

- i) **Method and Material for construction:**
Steel structures shall generally be of welded construction. Structural steel shall conform to IS:226 or IS:2062 as required from design considerations. In welded construction plates up-to and including 20 mm thickness and rolled section shall be of grade St.42 conforming to IS:226. Plates above 20 mm thickness, where welding is employed shall be of steel grade St.42 conforming to IS:2062. Electrodes, bolts, nuts, washers etc. shall conform to relevant Indian Standards. Only tested materials shall be used and all test certificates are to be submitted by the Contractor.
- ii) **Fabrication:**
The fabrication of structures shall be carried out as per relevant India Standards and also according to latest practices. Steel structures shall be fabricated to suit transport requirement and minimum site work.

All steel structural works shall be subjected to inspection by the engineer-in-charge.

All permissible tolerance in workmanship shall be as per IS:7215.

iii) **Erection:**

The erection shall be carried out as per relevant Indian Standards. The minimum tolerance for alignment and level of the steel work shall be + 3 mm on any part of the structure. The structure shall not be out of plumb by more than 10 mm. These tolerances shall apply to all parts of the structure.

iv) **Painting:**

- ❖ All the steel works shall be painted.
- ❖ Painting operation and paint schedules shall be as per IS:1477 (part-II).
- ❖ All steel structural other than in chemical house shall receive one coat of red oxide zinc chromate primer conforming to IS:2239 after fabrication and one coat of the same primer after erection. Steel structures in chemical house shall receive acid / alkali resistant epoxy based primer.
- ❖ Priming coat shall be followed by two coats of painting by approved quality colour shade paints. Steel structure in chemical house shall be painted with acid/alkali resistant epoxy-based paint.
- ❖ Before starting actual painting operation, the members to be painted shall be thoroughly cleaned of all dirt, grease, rust, scales etc.

9.4 **SPECIAL CONDITIONS AND TECHNICAL SPECIFICATION FOR EXTERNAL ELECTRICAL INSTALLATIONS WORK:**

i) **General Requirement**

The installations shall generally be carried out in conformity with the requirements of Indian Electricity Act 1910 as emended up to date and Indian Electricity Rules, 1956 framed there under, the relevant regulations of the Electric Supply Authority concerned and also with the specifications laid down in the Indian Standard IS:732/1963 "Code of Practice (Revised) for Electrical Wiring Installations (System Voltage not exceeding 650-V)". The work shall be executed as per the National Electrical Code and if any item is not covered there under or there is any doubt, the specification approved by the Engineer-in-Charge will be final and binding.

Ambient Conditions:

All Electrical installations and equipment shall be suitable to work in following ambient conditions.

Maximum temperature	:	50 degree Celsius
Relative humidity	:	100%
In the vicinity of	:	Belpahar

System Conditions:

The Electrical installation and equipment shall be suitable for operation in the following system conditions.

Supply voltage	:	415 volts $\pm 10\%$
Supply frequency	:	50Hz $\pm 5\%$
Number of phases	:	Three

ii) **Scope:**

a) **Materials**

All the materials, fittings, appliances used in electrical installations shall conform to Indian Standard Specifications wherever these exist. A list of approved materials is attached in Annexure-I. Materials not included in the list as well as any particular made not included in the list should be approved by the Consultant or Engineer-in-Charge before use. All required materials covered under this specification shall be supplied and installed by the contract complete in all respect except in cases where it is clearly mentioned otherwise. The materials and accessories required for completing the work will form part of the work although they have not been specified separately.

Selection of Materials and installation work shall be such as to simplify operation, inspection, maintenance and testing. The work shall include all reasonable precautions and provision for safety of operation and maintenance personnel.

b) **Standard:**

Unless otherwise specified, all materials covered under this specification shall be designed, manufactured, tested and installed in conformity with the latest Indian Standard specifications. In case such Indian Standard Specifications are not published equivalent British Standard Specifications shall be followed. All equipment shall conform to latest Indian Electricity Rules, PWD and Local / State laws or bye-laws as regards to safety, earthing and other essential provisions specified therein.

All equipment and materials selected shall also be supplied and installed taking into consideration the Factories Act, Fire Regulations and Local laws or bye-laws. All light fittings and equipment selected shall be of well tied out design. All materials used in the assembly of fittings and their accessories shall be of high quality and manufactured in accordance with the best modern practice.

All the materials supplied by the contractor according to the contract conditions will be subject to inspection and approval by the consultant or / and Engineer-in-charge or their authorized representative from time to time. The contractor shall extend all required facilities for such inspection free of cost. At the time of inspection, the inspecting officer shall have full liberty to reject any such material, which does not conform to specifications or the requirements. The owner shall not entertain any claim for the rejected materials. The contractor shall remove all rejected materials from the site at his own cost.

The owner shall not accept any surplus materials procured by the contractor.

The contractor will be responsible to get electrical installations inspected by the Electrical Inspector of the State Govt. and to obtain the statutory clearance for

energisation. The owner will reimburse the necessary inspection fees on production of documentary evidences.

The contractor should possess valid electrical contract license and labour license issued by the appropriate statutory authority of the State Govt. during the execution of the Contract.

The contractor shall be registered with provident fund Department for engagement of Labourers / Employees.

c) **Inspection & Approval**

The contractor shall put up samples of all major items for inspection and testing the consultant and or Engineer-in-Charge for which the contractor shall furnish minimum 10 days clear notice in advance to enable them to depute their Inspecting Officer. Similar procedure shall be adopted for the approval of samples of minor materials / accessories to be used for the work.

iii. **LIST OF APPROVED MAKE**

SN	MATERIAL DESCRIPTION	MAKE OF MATERIALS
1	Non-Metallic conduit & accessories	Berlia /Uniflow /Sudhakar
2	Switch, socket, Holder, Ceiling Rose etc.	Anchor /Cona
3	PVC Insulated wires	Finolex/ KDK/ Rajanigandha/ Anchor/ NICCO/ L&T / Havells
4	Bakelite sheets	Hylam /Formica
5	PVC Insulated cables (ISI Mark only)	NICCO/ Finolex/ Crystal/ Fort Gloster/ Poly Cab
6	Cable lugs	Dowells/ Ismal/ Clipon
7	Cable joining Kits	M. Seal
8	Switchgears viz., Isolator Switches, SFU, Starter, change over switch, HRC fuse holder etc.	Siemens /L&T
9	MCB RCCB & Associated Distribution Board	HPL/ Havells/ Standard /Indo Asian
10	MCCB	Seimens/ L&T/ ABB/ Legrand
11	Instrument viz colmeter etc	AE/IMP/ Meco/ Cosmo
12	Selector Switch	Kaycee/ Saltzer
13	Timer /Time switch	L&T/ Hanger/ Legrand
14	Energy Meter	GEC/ Capital Jaipur
15	LT Distribution Board(Fabricated)	ESS/ Technocrat/ Utkal
16	Kit Kats	BPC/ Anchor
17	HRC Fuses	Siemens/ L&T
18	CTs & PTs	AE/ Kappa/ Eastern Switchgear
19	Metal Clad plug Socket	Crompton/ Havells
20	Fluorescent Fixtures	Philips/ Crompton/ Bajaj/ PAC
21	HPSV/HPMV/LPSV Luminaries & PL/SL Lamp Luminaries /Metal Hamide	Philips/ Crompton /Bajaj
22	Incandescent lamp Luminaries	Decon/ Philips/ Crompton/ Bajaj
23	Lamps (HPSV/HPMV/LPSV/Fluorescent.	Philips/ Bajaj/ Crompton/ Sylvania

	Incandescent	
24	Ceiling Fans	Crompton/ Khaitan/ Usha/ Bajaj/ Polar/ Orient/ Ortem/ Almonard
25	Exhaust Fan	Almonard/ Crompton/ Khaitan
26	Call Bell & Buzzers	Anchor/ Cona/ Rider
27	Electronic Regulator & Dimmer	Anchor/ Cona/ Rider
28	Adhesive & Insulating Tapes	Streel grip
29	G.I Pipes	TATA/ Jindal/ Prakash
30	Transformer	Alfa/ OTPL/ OEU/ Bright
31	A.B Switch	S&S/ Motison/ Odisha Electrum /Sigma
32	H.G Fuse	S&S/ Motison/ Odisha Electrum /Sigma
33	Lightening Arrestor	Oblum/ WS/ IGE

(vii) **Completion Drawings:**

A set of approved process, hydraulic, structural, mechanical, electrical, equipment drawings basing on the actual execution of the plant shall be handed over by the contractor to the Engineer-in-charge before completion of trial run and performance guarantee test. The record drawings shall be on best quality on polyester tracing papers.

(viii) **Penalty for non submission of completion drawings:**

A penalty @ **0.3 % of 10 %** meant for "**inspection, testing, trial-run, guarantee test, training, operation & maintenance manual, completion drawings, guarantee & acceptance**" per day shall be imposed per each day of non submission of the manual & completion drawings beyond 7 days of date of completion of successful performance guarantee test up to a maximum ceiling of 2% of the 10% meant for the aforesaid item, after which 1% of ISD shall also be forfeited.

ix) **On completion of construction:**

The contractor shall clear all the left over surplus earth, bricks, boulders, debris, scrap, temporary structures etc. from the construction site and present the entire premises in a neat and tidy manner. All units, equipment, tanks, reservoirs, pipelines etc. shall be cleaned thoroughly and disinfection shall be done. **On completion of finishing work, colour wash & painting work, the contractor shall provide name plates on the main units and shall stencil in bold letters the equipment code nos. & direction of flow on all the units, equipment, etc.** The code nos. scheme shall be worked out in consultation with the Department.

9.14 **Make of Electrical & Mechanical Equipment:**

The following makes shall only be allowed unless specifically mentioned elsewhere in this Agreement.

- Pumps:** Kirloskar / Mather & Platt / Voltas / Greaves/KSB/WPIL
- Motors:** Kirloskar / Siemens / CGL / Alsthom / GEC/KSB/WIPL
- Sluice Valves:** Kirloskar / Fouress / IVC / Calsens / IVI
- Butterfly valves:** Audco / KSB / Fouress / Kirloskar / IVC / IVI / Calsens
- Air Valves:** IVI or IVC / FOURESS / Calsens

- (f) **Liquid level indicators:** Krohne/MEI
- (g) **Cable:** NICCO/ Finolex/ Havells/ Reliance/ OMEGA/ CCI/ Uniflex
- (h) **Laboratory instruments:** Polymetron/ Zellweger Analytic/ Hach make
- (i) **Laboratory glass wares:** Borosil
- (j) **Weighing machine:** Avery
- (k) **Flowmeter:** Batilboi / Rota instrumentation / Reliable
- (l) **Parshel flume:** Reliable
- (m) **Blowers:** K-International/ Swam/ Everest
- (n) **MS pipes:** ERW / SAW pipes from SAIL/TISCO/Jindal
- (o) **CI pipes:** KIW/ Electrosteel/ IISCO/ Kesoram/ any other make conforming to IS 1536: 2001 & its subsequent amendment if any shall be allowed
- (p) **GI pipes and fittings:** TATA/Jindal
- (q) **Sanitary wares:** Parryware/Nycer/Hindware
- (r) **Sanitary fitting:** Jaquar/ESS
- (s) **All Luminaries and ceiling fans, exhaust fans:** Phillips/Bajaj/Crompton
- (t) **Paints, distemper:** Johnsons Nicholsons/ Asian Paint/ Berger paints
- (u) **All locks and locking arrangements, hydraulic door closures:** Godrej.
- (v) **Other Accessories:** The firm shall clearly state the make which shall be approved by Department.

9.5 The following Special Specifications are applicable for reclamation of water body project shall be treated as part and parcel of the clauses of contract, conditions of contract, general specifications and special conditions and scope of work and all are to be read together, unless otherwise specified.

9.6 Sound Engineering Practice to be followed

The work shall have to be executed according to relevant IS code and OPWD specification and detailed specification but if at any point these IS code/OPWD specifications are silent, then work can be executed according to sound engineering practices after obtaining written approval of Engineer-in-Charge.

9.7 Cement Concrete

The minimum grade of structural concrete shall be M₂₅ conforming to IS: 456. blinding concrete below water retaining structures, foundations, cable trenches etc shall be of minimum grade of M₂₀ conforming to IS:456. Minimum thickness of blinding concrete shall be 100mm.

9.7.1 Admixture in concrete shall confirm to IS: 9103 and shall be of approved manufacturer

9.7.2 The surface of the RCC/ concrete work obtained after removal of shuttering shall be smooth and even and without honey combing/pin holes/undulations such that it does not require any plastering. If at all any pin hole/ undulations are required to be made good, this shall be done with cement mortar 1:2 using coarse sand and finished smooth with steel trowel.

9.8 Sand/Fine Aggregates

Only good, washed, coarse sand shall be used for the concrete and masonry work. The sand will not contain more than 8% silt.

9.9 Stone/Coarse Aggregates

Clean, hard, strong, dense and non-porous stone aggregate of good quality shall be used for all R.C.C. and concrete work and shall be graded suitably. All building materials shall be got approved from the Engineer-in-charge. Various materials to be used in the work shall be subject to the mandatory tests in accordance with latest IS Specifications.

9.10 Vibrators

Vibrators shall be used for all concrete and R.C.C work.

9.11 Form Work for Reinforced Concrete

1. Formwork for concrete shall be of steel, properly designed and easily removable. Joints should be sufficiently tight to prevent loss of cement slurry from the concrete. All joints and holes in the formwork shall be caulked with putty, jute, cloth or other approved material, and care shall be taken that such coating is kept away from contact with the reinforcement. All form shall be levelled and aligned and all rubbish particularly chipping, wood shavings, sawdust and adhered grout shall be removed from the interior of the forms before the concrete is placed.
2. All formwork shall be removed without causing shock, damage or vibration to the concrete.

9.12 Site Clearance

Before the commissioning the site shall be cleared of all left over materials, temporary hutments and debris etc.

Note:

1. Any item or any provision/requirement if not included in the Scope of work, but is necessary to be provided for the completion of the project and for its functional necessity, the contractor shall provide the same. No extra payment shall be admissible on this account.
2. Notwithstanding anything to the contrary contained in Paragraph 1 above, the following Specifications and Standards shall apply to the reclamation of water body project, and for purposes of this Agreement, the aforesaid Specifications and Standards shall be deemed to be amended to the extent set forth below:
3. Deviations from the aforesaid Specifications and Standards shall be listed out here. Such deviations shall be specified only if they are considered essential in view of project-specific requirements.]

All provisions of the technical scope of work & terms & conditions of the contract have been read by Me/Us and I/We certify that I/We clearly understand them & agree to abide by them.

Witness

Contractor

SECTION – 10

Payment Break-up Schedule

Since this is a P-1 Contract with detailed BOQ, Payment shall be made basing on Bills submitted by the Contractor as per item and quantity of work executed as detailed in the BOQ from time to time.

Scheduled of quantities and items in the BOQ of the Agreement shall be supervised measured and check measured by the Junior Engineer, Municipal Engineer of the Municipality respectively. In the interest of expeditious execution of work, payment of interim bills (Running A/c bills) shall be made by the Executive Officer of the Municipality and final bill shall be sent to the Executive Officer, Municipality. for final adjustment and compilation of accounts.

The Consultant appointed by OUIDF for Project Management Consultancy shall be responsible for day to day Construction Supervision and would undertake joint measurement with the concerned ULB Engineer for the purpose of Billing. The detailed Roles and Responsibilities of the Consultant is given in Annexure-1.

SECTION – 11

DRAWING

Refer Document Enclosed Separately

SCHEDULE – A

STRUCTURE & ORGANISATION

1. General Information

a) Name of Applicant

b) Head Office Address

e-Mail Address:

Telephone No.

Fax :

Mobile Phone No.

c) Regional Office Address (if any)

e-Mail Address:

Telephone No.

Fax :

d) Local Office (if any)

e-Mail Address:

Telephone No.

Fax :

e) Class of contractor / firm and year of incorporation
(attach copy of certificate of registration)

f) Name and Address of Bankers

g) Main Lines of Business

2. STAFF PROPOSED FOR EXECUTION OF THE WORKS

a) Office

Name(s)	Educational qualification	Designation	Relevant Experience	Remarks

b) Key Engineering Personnel to be deployed at the site

Sl. No.	Name of Engineering Personnel to be deployed	Educational qualification	Experience	Remark
1.				
2.				
3.				
4.				
5.				

Note: BIO-DATA of each personnel shall be attached related with the proposed site.

A summary of the work experience of each key staff shall be attached.

SCHEDULE – B

FINANCIAL STATEMENT

[To be given separately for each constituent Firm]

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

- 1) Name of Applicant:

- 2) Total annual turnover & Annual turnover in **Construction Works**, undertaken for each of the last five financial years.

(Rs. In lakh)

FINANCIAL YEAR	Home		Abroad		Total	
	Total Turnover	Turnover in Const. Works	Total Turnover	Turnover in Const. Works	Total Turnover	Turnover in Const. Works
2017-18						
2016-17						
2015-16						
2014-15						
2013-14						

3. Applicant's specific financial arrangements (mention amount in Indian Rupees)
 - a) Own Resources
 - b) Bank Credits
 - c) Others (specify)
 4. Credit Facilities :
- To be supported by certificate for the Bank in **Scheduled 'H'**.

SCHEDULE – C

LIST OF TOOLS, PLANT & EQUIPMENT

Proposed to be deployed by the Applicant for use on the work

Sl. No.	List of plants & equipments	Minimum Requirement	Owned	Leased / Hired	Remarks
			Nos. / qnty	Nos. / qnty	
1	2	3	4	5	6
1.	Concrete Hopper Mixer (tilting hopper type)	2 Nos.			
2.	Plate / Skid Vibrator	2 Nos.			
3.	Needle Vibrator	2 Nos.			
4.	Water Tank	2 Nos.			
5.	Levelling instrument	1 No			
6.	Dewatering Pump set from 5 to 20 HP capacity	1 No.			
7.	Steel shuttering plates (600 x 1200mm) with steel scaffoldings	100 Sqm.			
8.	Transportation trolley	2 Nos.			

SCHEDULE – D
WORK EXPERIENCE

1. Name of the firm :
2. Total number of years of experience in **construction work** :
3. List of the similar works executed during last 5 years. (Rs. in lakh)

Sl. No.	Name of the work/ location Agmt. No. & Dt.	Name of the employer	Value of Contract price	Total Value of work executed	Financial year-wise Computed amount	Stipulated date of commencement	Stipulated date of completion	Actual date of completion	Reasons for delay	Remarks
1	2	3	4	5	6	7	8	9	10	11

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

SCHEDULE –E

**INFORMATION REGARDING CURRENT LITIGATION,
DEBARRING / EXPELLING OF TENDER OF ABANDONMENT OF
WORK BY TENDER**

1.(a) Is the applicant currently involved in any litigation relating to any contract works -
Yes/No

(b) If yes, give details

2.(a) Has the applicant or any of its constituent partners have been debarred / expelled by
any agency in India during the last 5 years - **Yes/No**

(b) If yes, give details

3 (a) Has the applicant or any of its constituent partners failed to perform/absconded/
rescinded on any contract work in India during the last 5 years - **Yes/No**

(b) If yes, give details

Note : If any information in this schedule is found to be incorrect or concealed pre-qualification application will be summarily rejected.

SCHEDULE – F

(Applicable where the proposed works covers Electrical Items of works only)

1. The contractor shall have appropriate class of electrical license for External & Internal Electrical Works.
2. If not, collaboration with contractor having Electrical license of equivalent capacity issued by licensing authority is to be furnished.

SCHEDULE – G

AFFIDAVITS / DECLARATION

1. I/We have read the instructions appended in the DTCN.
2. I/We agree that the decision of the Govt. of Odisha in selection of contractors will be final and binding upon me/us.
3. All the information furnished herewith are correct to the best of my/our knowledge and belief. In case of any information or documents furnished found to be false or incorrect, I / we have no objection if my / our tender is rejected.
4. I/We agree that I/We have no objection if inquiries are made about construction work and its related areas regarding all projects and works listed by us in the accompanying sheets or any other enquiry on information furnished herewith in the accompanying sheets.
5. I/We agreed that I/We have no objection if our past construction works are inspected by any authority of Govt. of Odisha to assess the quality of construction.

Date:

Place:

Signature
Name & Designation
Name of the organisation

SCHEDULE – H

(Refer: Schedule "B" Item – 4)

FORM OF SOLVENCY CERTIFICATE FROM A SCHEDULE BANK

This is to certify that to the best of our knowledge and information M/s./Sri
..... having marginally noted address a
customer of our bank and are/is respectable and can be treated as good for any engagement
upto a limit of Rs..... (Rupees
.....)

Signature

For the Bank

Note : In case of partnership firm, certify names of all partners as recorded with the Bank.

SCHEDULE – I

ANY OTHER INFORMATION, IF ANY

SCHEDULE – J

Format for Seeking Clarification
(to be furnished in both MS Word/Excel & PDF Format)

Name of the Firm with e-mail & Mobile No.: _____

Sl. No.	Reference to DTCN/ Clause/ Page	Existing Description & Subject	Clarification Sought	Remarks
1	2	3	4	5

Annexure – 1: Roles and Responsibilities of PMC appointed by OUIDF

Principal responsibilities will be generally to carry out all the duties of the Authority Engineer / PMC / Construction Supervision Consultant as specified in the construction contract documents, within the limitations specified therein. In case of any disparity, the stipulations made in the construction contract documents will prevail in the order of precedence mentioned therein. The scope of work of the Consultant during project implementation period shall include making suitable modifications to design / drawings as applicable for construction based on site conditions, day to day supervision of construction and quality control of works, Certification of bills for approval by ULB and overall responsibility till commissioning of the project.

a. Project Planning and Scheduling

- Prepare and submit for approval to ULB a detailed project completion schedule for the entire project using project planning software such as MS Project. The approved project completion schedule would be the guideline for the physical and financial progress monitoring of the entire project.
- To approve the Contractor's key personnel, construction mobilization programs, temporary land to be occupied by the Contractor.
- To approve (provided handhold support if needed) the Contractor's work program including activity scheduling and resource programming
- Ensure that the construction works are in accordance with the technical specifications, environmental management plan and other stipulation of construction contract documents particularly, in relation to Contractor's construction equipment and other resource deployment, .to approve setting out of the works
- Consultant shall check and finalize Contractor's detailed program of activities commensurate with the tender provisions, requirement of labour, materials and samples and delivery of products requiring long lead time procurement in context of fulfilling the approved project completion schedule.
- Scrutinize the Contractor's detailed work program and guide Contractor in preparation of work plan for each package.
- Scrutinize construction methods proposed by contractor including environmental, safety, personnel and public issues.
- Monitor the construction method by assessing the adequacy of the Contractor's input materials, labour, equipment and construction methods.
- Supervise the construction for achieving the expected outputs of the project.
- The Consultant shall maintain a hindrance register indicating details of delays and the measures to be undertaken to complete the work on time. The Consultant will submit for approval of ULB for grant of extension of time by ULB to Contractor (within time stipulated in the Construction Contract).

- The Consultant shall be required to participate in the project review meetings held from time to time by ULB / OUIDF, as also to participate in emergency or extraordinary meetings held to deal with any emergency, force majeure event or other exigencies.
- The Consultant shall be responsible for assessing, verifying and sending replies to day-to-day issues raised by the Contractors during the execution of work or after completion of the work (i.e. upto completion of Defects Liability Period). In case of any claims with financial implication, approval of ULB shall be obtained by the Consultant.
- The Consultant shall provide all technical services/ guidance/ advice as may in any way relate to or arise out of the construction of the said work as have been entrusted to the Consultant.
- The Consultant shall be responsible for the supervision of construction works at site, Quality Control, taking measurements, certification of the bills of Contractor and submission to ULB for approval, handing over completed works as per the timeline and attend to audit queries and all arbitration / litigation cases with respect to the project.
- In case the contractor is incapable of preparing bills, the consultant would be required to prepare the bill on behalf of contractor.
- Consultant shall highlight the excess quantity of each item separately as per the estimate in every bill to be submitted.
- To direct Contractor to take all necessary steps to maintain the rate of progress of works as per the approved program of the Contractor on monthly basis.
- To ensure timely completion of the project without diluting the quality standards envisaged and be fully accountable to the ULB in this regard.
- Assist/advise ULB for advance actions required to be taken for handing over of site and in achieving different milestones for completion of projects as per schedule.
- To assist ULB in taking over from the Contractor of each section, in particular by preparing lists of deficiencies which need to be corrected, and assisting with monitoring of the performance of the works during the defects liability period.
- Assist ULB in co-ordination works with different agencies and hold meetings for proper and timely implementation of the project.
- The Consultant shall carry out supervision, monitoring of progress and quality of construction, erection and installation work, reporting and ensuring compliance by the Contractor.
- To approve setting out of the works
- Weekly reporting to OUIDF regarding work progress showing lags and timely completion. The report should include status of progress with respect to the timeline, status of billing and excess / variations if any, audit of environmental compliance, health & safety compliance, flagging any other issues etc.
- ULB / OUIDF may inspect and review the progress of works and may issue appropriate directions to the Consultant for taking necessary action.

b. Supervision manual: Prepare, in consultation with ULB, a Construction Supervision Manual outlining routines and procedures to be applied in contract management, construction supervision and administration. The routines and procedures will be in accordance with the requirements. The Consultant shall submit a Supervision Manual covering the test procedures (as per IS Codes /

Standards as applicable), formats for monitoring of progress, quality control of works, certification of works, taking measurements, preparation of bills.

c. Material testing and quality control

- i. Ensure a system of quality assurance of works, approve materials and sources of materials, review all concrete mix designs proposed by the contractor and approve/suggest modifications in the mix design, laying methods, sampling and testing procedure and quality control measures to ensure required standard and consistency in quality, at the commencement of item.
- ii. Check the laboratory and field tests carried out by the Contractor and develop a mechanism in consultation with ULB to carry out adequate number of independent tests other than the regular testing done by laboratory personnel. All the cost for laboratory test shall be borne by Contractor
- iii. The Consultant shall ensure that the Contractor carry out all necessary tests on equipment and materials of construction as per the applicable codes practice of construction and maintain adequate records thereof. The Consultant shall approve materials and ensure that the quality of works are in accordance with contract specification, including testing of raw constituents and its product such as sand, chips, cement, concrete cube, steel bar etc. Quality assurance of all the materials used in the work according to relevant IS specification/CPHEEO Manual/ tender specifications and terms of contract.
- iv. All documents related to quality control and register of quality control test shall be maintained and updated timely by the Consultant.
- v. Verify the quality of material and equipment supplied by Contractor before sanctioning any mobilisation advance for material & equipment by ULB.
- vi. Establish quality assurance system including verification of source of material and Certification
- vii. Carry out necessary quality control activities and certify that the quality of works conforms to the specifications and drawings
- viii. ULB may also test check the quality and quantity of the materials brought to the site for incorporating in the permanent works and may also test check the quantity, quality and workmanship of the work executed in the presence of the representatives of the Consultant and the Contractor.

d. Environmental protection and safety during construction

- i. To direct the Contractor in all matters concerning construction safety and care of the works (including the erection of the temporary signs) and if required, to instruct the Contractor to provide any necessary lights, guards, fencing and watchmen.
- ii. To direct the Contractor to carry out all such works or to do such things as may be necessary in his opinion to avoid or to reduce the risk in any emergency affecting the safety of life or of adjoining property.
- iii. To direct the Contractor to take all necessary steps including those mentioned in the construction contract to protect the environment on and off the site which arise due to construction operations.
- iv. Advise the Contractor to adhere to guidelines of Environmental Climate, Social Sustainability Framework (ECSF) of KfW.
- v. The Consultant shall ensure that the Contractor comply with all the norms and rules as mentioned in OPCB guidelines w.r.t air, water, noise pollution during construction.

- vi. The Consultant shall ensure that the Contractor has taken adequate care for maintaining smooth flow of existing traffic during construction.
- vii. The Consultant shall ensure the contractual obligation such as implementation of labor laws, environmental/safety management system obligations and other statutory regulations are adhered during the construction to completion stage.
- viii. The Consultant shall submit compliance of environmental and social safe guard measures along with safety audit report mentioned above implemented by the Contractors in the weekly progress report.

e. Certification of Interim and final payments / Bills by Consultant

- i. To make independent measurements and check all quantity measurements and calculations required for payment purpose and ensure that all measurements and calculations are carried out in a manner and at the frequencies specified in the contract document.
- ii. Reconciliation of the quantities for the final bill shall be done by the Consultant before the final bill is submitted to ULB. The Consultant shall ensure that all the test reports /certificates, guarantees, warrantees bonds are obtained.
- iii. Issue interim certificates to the ULB for its approval for monthly payments to the contractors, and specify completion of parts of the total of the works, details of progress. Payments are to be recorded in the measurement book before issue of interim certificate.
- iv. A copy of the bill (Interim and final) after approval by ULB shall be forwarded to OUIDF for the purpose of payment to the Consultant. This shall be accompanied by the Consultant's Invoice for PMC services as per the terms of this contract.
- v. Verification of work on its completion and issuing completion certificates for the completed works to the ULB, so as to enable ULB to record completion of the works. Verification by taking and recording joint measurements of the final bill to be submitted by the Contractors, process, certify and recommend as per the terms and conditions of contract agreement or release of final payment by ULB and attend to the observations/ queries raised while processing the same for payments by ULB.
- vi. To verify the quantities of all items in the BOQ and suggest modifications to the same if necessary as per the prevailing site conditions, for the approval of ULB.
- vii. Preparation of revised estimate etc., if required.
- viii. The Consultant shall suggest modifications, if any, due to site conditions and submit the recommendations along with cost variations on account of the same to ULB for approval.
- ix. The Consultant will process interim and final payments to the Contractor. Interim monthly payments shall be based on interim payment certificates processed by the Consultant following claims filed by the Contractor. The Consultant will be responsible for ensuring that all measurements are taken as per specifications and drawings for the works and are recorded in presence of the representative of contractor and are countersigned by him. In processing contractual payments, the Consultant will certify that they have checked all the measurements and quality control tests. Any discrepancy found will be settled in the following interim payment certificates.
- x. If Price adjustment clause is applicable to the contract, then, Consultant should certify interim & final payment certificate after incorporating price adjustment clause relevant to construction Contract.

- xi. For liquidated damages caused by Contractor, Consultant should certify the amount of liquidated damage in payment certificates. Consultant should ensure adequate insurance provided by Contractor in respect of material, equipment and human resources. If any violation is found, then, Consultant should suggest penalty for Contractor to ULB w.r.t Construction Contract.
- xii. In case of Force Majeure, Consultant should certify the period and recommend to the ULB the impact of Force Majeure for execution of project relevant to construction contract.
- xiii. The Consultant will prepare a comprehensive final completion report of the construction contract, after the project reaches a stage of substantial completion during the period of the services. These reports must be submitted immediately after the completion of the work by the contractor and before taking over by ULB. The report shall incorporate summary of the method of construction, the construction supervision performed, as built construction drawings, problems encountered and solutions undertaken thereon and recommendations for future projects of similar nature to be undertaken by ULB. The Consultant will summarize and consolidate in a single report the key information to prepare the final completion Report for the entire construction package.
- xiv. Assist third party inspections, if necessary, as decided by ULB
- xv. Assist the ULB in issue of completion certificates.

f. Defects liability

- i. Defect Liability Period (DLP) for initial 12 months from the date of completion of the work.
- ii. Periodical inspection of completed works for initial 12 months of DLP in accordance with the contract as and when required
- iii. To support and assist ULB in getting the contractual obligation cleared/fulfilled during initial one year of DLP for smooth transaction from commissioning to O&M and other administrative/ technical matters.
- iv. To issue certification of final acceptance at the end of DLP with specific recommendations for refund of balance Security Deposit/ Performance Security, recovered and withheld amounts of the contracts.
- v. Make periodic site visits to ensure that any outstanding work agreed upon with the Contractor before the issue of the certificate of substantial completion is properly carried out. In the event of any defect and whenever required, visit the site, ensure that repairs are properly carried out. On the occasion of site visits as above and / or request of the ULB, supervise performance of the operators and report to ULB in case of shortcomings, including recommending on corrective actions. At the end of the defects correction period and when all outstanding work is completed and all repairs are carried out satisfactorily, issue the Defects Corrections Certificate in accordance with the provisions of the construction contract.

g. Contract administration

- i. The Consultant shall collect and deliver to ULB any specific written warranties or guarantees given by others, including all required trade Contractor guarantees and warranties.
- ii. Provide assistance to the ULB in respect of contract implementation, claims and other matters;
- iii. Review and ensure continuity of Contractor's services in approved formats
- iv. To advise ULB on all matters relating to execution of the works, claims from the Contractor and to make recommendations thereon, including the possible recourse to arbitration

- v. To prepare detailed recommendations to ULB for contract change orders and addenda, as necessary, to ensure the best possible technical results are achieved with the available funds
- vi. The Consultant shall work as conciliator in the event of any dispute arising between the parties before the matter goes to legal forum. The Consultant shall assist ULB in case of any Arbitration/litigation by Contractors during the contract or after it, by providing all the necessary technical/contractual help & data required. Consultant shall deal with all Arbitration / litigation cases either with Arbitrator or with any other Court of Law during the contract period as defined in the agreement till its conclusion

h. Record keeping and MIS

- i. Prepare realistic quarterly cash flow for the project in a format acceptable to the ULB / OUIDF. Cash flow should identify budget estimates for all outstanding work which should be updated regularly.
- ii. Maintain records of all plan labour and material used in the construction of the works.
- iii. Assist ULB in proper monitoring/ progress of works and implementation of project through computer aided project management technique and Management Information System (MIS)
- iv. Obtain and submit all the records and the records of any changes made in the works during the progress of works and submit adequate number of completion reports and completion drawings for the project, prepared by the Contractor/ Consultant incorporating all such changes, duly authenticated as required for obtaining "Completion Certificate" from statutory authorities, wherever required.
- v. To write a day by day project diary which shall record all events pertaining to the admission of the Contract, request from and orders given to the Contractor, any other information which may at a later date be of assistance in resolving queries which may arise concerning execution of the works
- vi. Prepare and issue weekly progress reports for submission to the ULB and OUIDF.
- vii. Assist ULB in providing clarifications/explanations to observations made, from time to time, by the Auditor
- viii. The Consultant shall prepare all periodical reports, applicable to the Projects, as may be required by Lenders, other stakeholders or the State Government etc. on behalf of ULB

5. Deployment of Staff of the Consultant

- iv. The Project Manager is the overall in-charge for the project. He shall be responsible for Project Management Consultancy Services during Project Implementation. The Project Manager will interact with the designated ULBs as well as with City Engineer/ Municipal Engineer on routine basis. Project Manager shall discharge all the duties and responsibilities of the Consultant.
- v. The Consultant shall deploy atleast one Senior Engineer for each Cluster during the construction period. The Project Manager can also act as a Senior Engineer for one of the cluster. The Senior Engineer shall work under the guidance of the Project Manager. The Senior Engineers shall possess Degree in Civil Engineering with at least 7 years/ Diploma in Civil Engineering with 10 years experience in construction supervision and quality control of works and at least experience of one Similar Projects (as defined in clause 2.1.2 of Consultant's Agreement with OUIDF). The Senior Engineers proposed to be deployed by the Consultant will be approved by the OUIDF / ULB prior to the construction phase of the project.

vi. The Consultant shall deploy atleast 1 Site Engineer for every 8 water bodies on a fulltime basis throughout the construction phase of the Project Management Consultancy services. The Site Engineers shall possess Degree/ Diploma in Civil Engineering with atleast 3 years experience in construction supervision and quality control of civil works. The Site Engineer shall also have experience in preparation and checking of bills. The Site Engineers proposed to be deployed by the Consultant will be approved by OUIDF / ULB prior to the construction phase of the project. vii. Some experts of the Consultant such as Structural Engineer, Quantity Surveyor etc. may be required on part-time basis and the Consultant shall deploy these experts on the basis of actual project requirement.

6. Action Requiring Specific Approval of the ULB.

The Consultant will seek prior permission of the ULB before taking any of the following actions:

- i. Consenting to the subcontracting of any part of the works
- ii. Certifying additional cost determined
- iii. Ordering suspension of work
- iv. Issuing the Notice to commence the work
- v. Approving an extension of time
- vi. Issuing a variation except if such variation would be within the limits as indicated in the civil contract document.
- vii. Approving new rates either for existing items of work, which arises from variation quantities beyond the limit, defined in the contract or fixing rates of non-priced works involving any extra item and certifying any additional cost determined under the provisions of contract;
- viii. Issuing the order for special tests not provided for in the contract and determining the cost of such tests, which shall be added to the contract price
- ix. Issuing/approving the Technical Specification, if not provided for an item of works in the Construction Contract, similarly; for any change in Technical Specification of any item of work.

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

**Government of Odisha
Works Department**

Office Memorandum

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

Sub: Codal Provision regarding e-Procurement

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

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

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

1. This office memorandum consists of the procedural requirement of e-procurement and shall be made part of the Detailed Tender Call Notice or Instruction to Bidder for all "works" tenders hoisted in the portal.
2. The e-procurement portal of Government of Odisha is "<https://tendersodisha.gov.in>".
3. Use of valid Digital Signature Certificate of appropriate class (Class II or class III) issued from registered certifying authorities (CA) as stipulated by Controller of Certifying Authorities (CCA), Government of India such as n-Code, Sify, TCS, MTNL, e-Mudhra is mandatory for all users.
4. The DSC issued to the Department users is valid for the period of two years only. All the Department users are responsible to revalidate their DSC prior to expiry.
5. For all purpose, the server time displayed in the e-Procurement portal shall be the time to be followed by all the users.
6. Government after careful consideration have decided to hoist all tenders costing 10 lakhs or above in the e-procurement portal. This will be applicable across all Engineering Departments such as Works Department, Department of Water Resources, Rural Development and Housing & Urban Development Department. Government of Odisha also welcomes hoisting of tenders by any other departments, authority, corporations, local bodies etc. of the State with prior approval from Works Department. Works

Department is the Nodal Department for the implementation of e-Procurement in the State.

7. The e-procurement shall be operated compliant to relevant provisions of OGFR/ OPWD code/ Accounts code/ Government statues including any amendments brought from time to time to suit to the requirement of the best national practice.
8. Registration in the e-procurement portal is without levy of any charges but Government reserves the right to levy any charges for such value added services in future.
9. Contractor not registered with Government of Odisha, can participate in the e-Procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State.
10. For the role management "Department" is the Administrative Department, Organisation or wing is the Chief Engineer or highest tender accepting authority or equivalent officer, Division is the Executive Engineer or equivalent Officer and Subdivision is the Assistant Engineer or equivalent officer.
11. The e-Procurement software assigns roles for operation of the module for specific function. The terminologies used in the portal and their respective functions in the software are as follows.
 - 11.1 Application Administrator (NIC & State Procurement Cell)
 - i. Master Management
 - ii. Nodal Officer Creation
 - iii. Report Generation
 - iv. Transfer of Officer's login ID.
 - v. Blocking & unblocking of officer's and bidder's login ID.
 - 11.2 Nodal Officer (At organization level not below the Superintending Engineer or equivalent rank)
 - i. Creation of Users
 - ii. Role Assignment
 - iii. Report Generation
 - iv. Transfer of Officer's login ID.
 - v. Blocking & unblocking of officer's Login ID.
 - 11.3 Procurement Officer Publisher (Officer having tender inviting power at any level)
 - i. Publishing of Tender
 - ii. Publishing of Corrigendum / addendum / cancellation of Tender
 - iii. Bid Clarification
 - iv. Uploading of Pre-Bid minutes.
 - v. Report generation.
 - 11.4 Procurement Officer Administrator (Generally sub-ordinate officer to Officer Inviting Tender)
 - i. Creation of Tender

- ii. Creation of Corrigendum / addendum / cancellation of Tender
 - iii. Report generation.
- 11.5 Procurement Officer Opener (Generally sub-ordinate officer to Officer Inviting Tender)
- i. Opening of Bid
- 11.6 Procurement Officer Evaluator (Generally Sub-Ordinate Officer to Officer Inviting Tender)
- i. Evaluating Bid
- 11.7 Procurement Officer-Auditor (Procurement Officer Publisher and/or Accounts Officer / Finance Officer)
- i. To take up auditing

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

- 12.1 The Notice Inviting Bids (NIB) and Bid documents etc., shall be in the Standard formats as applicable to conventional Bids and will be finalized / approved by the officers competent as in the case of conventional Bids.
- 12.2 The officers competent to publish NIB in case of conventional Bids will host the NIB in portal. Simultaneously, a notification should also be published in the newspapers, as per existing rules preferably, in the following format, to effect economy:-

Government of Odisha "e" procurement Notice	
Bid Identification No. -----	
1.	Name of the work:
2.	Estimated cost: Rs.
3.	Period of completion -----
4.	Date & Time of availability of bid document in the portal _____
5.	Last Date / Time for receipt of bids in the portal _____
6.	Name and address of the O.I.T.:.....
Further details can be seen from the e-procurement portal " https://tendersodisha.gov.in "	

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

13. ISSUE OF ADDENDA/ CORRIGENDA/ CANCELLATION NOTICE:

- 13.1 The Procurement Officer Publisher (Officer Inviting Tender) shall publish any addendum/ corrigendum/ cancellation of tender in the website

<https://tendersodisha.gov.in>, notice board and through paper publication and such notice shall form part of the bidding documents.

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

14. CREATION AND PUBLISHING OF BID:

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

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

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

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

(a) For Single Cover/Packet:

SI No	Cover Type	Document Description	Type
1	Fee/ Prequal/ Technical/ Finance	Tender Cost, EMD, VAT, PAN, Contractor RC	.pdf
		Affidavits, undertakings and any other document as per SBD/DTCN.	.pdf
		BoQ	.xls

(b) For Two Cover/Packet:

SI No	Cover Type	Document Description	Type
1	Fee/ Prequal/ Technical	Tender Cost, EMD, VAT, PAN, Contractor RC	.pdf
		Affidavits, undertakings and any other document as per SBD/DTCN.	.pdf
2	Finance	BoQ	.xls
		Special condition if any specifically mentioned by Officer Inviting Tender	.pdf

- iii. TENDER DOCUMENT: The Procurement Officer Administrator should upload the NIT in .pdf format.
- iv. WORK ITEM DETAILS
- v. FEE DEATILS: The Procurement Officer Administrator should mention the cost of tender paper and EMD amount as laid down in DTCN/SBD.

- vi. **CRITICAL DATES:** The Procurement Officer Administrator should mention the critical dates of tender such as publishing date, document download start date & end date, seek clarification start date & end date (optional), bid submission start date & closing date, bid opening date as per DTCN/SBD.
- vii. **BID OPENER SELECTION:** The Procurement Officer creator can select two / three / four bid openers for a particular bid. If required the bid openers can also be selected within an organization from other procurement units (Circles /Divisions).
- viii. **WORK ITEM DOCUMENTS:** The Procurement Officer Administrator should upload the digitally signed tender document (SBD/DTCN) or any other addition document/drawings in .pdf format and Bill of Quantities in .xls format.
- ix. **PUBLISHING OF TENDER:** The Procurement Officer Publisher shall publish the tender using his/her DSC after detail scrutiny of the fields created and documents uploaded by the Procurement Officer Administrator. Procurement Officer Publisher can publish tenders for multiple procurement units using multiple DSCs procured for each post separately. After being relieved from the additional charges he has to surrender the additional DSCs to the Nodal Officer of the concerned organisation.

15. **PARTICIPATION IN BID:**

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

15.1.1 Bidders participating through Joint Venture shall declare the authorised signatory through Memorandum of Understanding duly registered and enrol in the portal in the name and style of the Joint venture Company. It is mandatory that the DSC issued in the name of the authorised signatory is used in the portal.

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

15.2 **LOGGING TO THE PORTAL:** The Contractor/Bidder is required to type his/her *Login ID* and password. *The system will again ask to select the DSC and confirm it with*

the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique Login ID, password and DSC combination and authenticates the login process for use of portal.

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

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

15.5 PREPARATION OF BID

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

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

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

15.6.1 The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data. The bidder shall scan all the written/printed pages of the bid security and up load the same in portable document format (PDF) to the system in designated place of the technical BID. Furnishing scanned copy of such documents is mandatory otherwise his/her bid shall be declared as non-responsive and liable for rejection.

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

documents provides for it.

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

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

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

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

16. **SUBMISSION OF BID:**

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

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

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

16.4 The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BoQ) published by the Officer Inviting Tender. The bidder shall type rates in figure only in the rate column of respective item(s) without any blank cell in the rate column in case of item rate tender and type

percentage excess or less up to two decimal place only in case of percentage rate tender.

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

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

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

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

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

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

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

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

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

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

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

17. **SECURITY OF BID SUBMISSION:**

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

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

18. RESUBMISSION AND WITHDRAWAL OF BIDS:

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

19. OPENING OF THE BID:

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

20. EVALUATION OF BIDS :

- 20.1 All the opened bids shall be downloaded and printed for taking up evaluation. The officer authorized to open the tender shall sign and number on each page of the documents downloaded and furnish a certificate that "the documents as available in the portal containing _____ nos. of pages".
- 20.2 The bidder may be asked in writing/ online (in their registered e-mail ids) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. The Officer Inviting Tender may ask for any other document of historical nature during Technical Evaluation of the

tender. Provided in all such cases, furnishing of any document in no way alters the Bidder's price bid. Non submission of legible documents may render the bid non-responsive. The authority inviting bid may reserve the right to accept any additional document.

- 20.3 The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.
- 20.4 The Technical evaluation of all the bids shall be carried out as per information furnished by Bidders.
- 20.5 The Procurement Officer-Evaluators; will evaluate bid and finalize list of responsive bidders.
- 20.6 The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officer-Openers shall log on to the system in sequence and open the financial bids.
 - 20.6.1 The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorised representative who wish to be present.
 - 20.6.2 At the time of opening of "Financial Bid", bidders whose technical bids were found responsive will be opened.
 - 20.6.3 The responsive bidders' name, bid prices, item wise rates, total amount of each item in case of item rate tender and percentage above or less in case of percentage rate tenders will be announced.
 - 20.6.4 Procurement Officer-Openers shall sign on each page of the downloaded BoQ and the Comparative Statement and furnish a certificate to that respect.
 - 20.6.5 Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.
 - 20.6.6 System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Chief Engineer / Head of Department.

21. **NEGOTIATION OF BIDS:**

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

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

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

- 22.2 The Contractor after furnishing the required acceptable Performance Security & Additional Performance Security, "Letter to Proceed" or "Work Order" shall be issued by the Executive Officer with copy thereof to the Procurement Officer – Publisher. The Procurement Officer-Publisher shall up load the summary and declare the process as complete.
- 22.3 If the L-1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium / JV / firm where such an agency / firm already happens to be or is going to be a partner/member/proprietor, he/ they shall neither be allowed for participation in bidding for three years nor his/ their application will be considered for registration and action will be initiated to blacklist him / them. In that case, the L-2 bidder, if fulfils other required criteria, would be called for drawing agreement for execution of work subject to condition that the L-2 bidder negotiates at par with the rate quoted by the L-1 bidder, otherwise the tender will be cancelled.

23. BLOCKING OF PORTAL REGISTRATION:

- 23.1 If the Registration Certificate of the Contractor is cancelled /suspended by the registering authority/ blacklisted by the competent authority his portal registration shall be blocked automatically on receipt of information to that effect.
- 23.2 The portal registration blocked in the ground mentioned in the above Para-23.1 shall be unblocked automatically in receipt of revocation order of cancellation / suspension/ blacklisting from the concerned authority.
- 23.3 The Officer Inviting Tender shall make due inquiry and issue show cause notice to the concerned contractor who in turn shall furnish his reply, if any, within a fortnight from the date of issue of show cause notice. Thereafter the Officer Inviting Tender is required to issue an intimation to the defaulting bidder about his unsatisfactory reply and recommend to the Chief Manager (Tech.) for blocking of portal registration within 10 days of intimation to the defaulting bidder regarding his unsatisfactory reply with intimation to the Registering Authority and concerned Chief Engineer/ Heads of Office if any of the following provisions are violated.
- 23.3.1 Fails to furnish original Technical / Financial (Tender Paper Cost, EMD/Bid Security) instruments before the designated officer within the stipulated date and time.
- 23.3.2 Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period.
- 23.3.3 Fails to execute the agreement within the stipulated date.
- 23.3.4 If any of the information furnished by the bidder is found to be false / fabricated / bogus.

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

24. **GUIDELINES FOR UNBLOCKING OF PORTAL REGISTRATION:**

24.1 UNBLOCKING OF PORTAL REGISTRATION:

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

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

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

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

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

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

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

Sd/19.07.2013

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

Contract No. EO/BPHM/02/2018-19