

Bid Identification No.EE-BID-BIP-03(01) of 2026-27, Dt.24.07.2026 & 'e' Procurement Notice No. EE-BID-03(01)/2026-27, Dt.24.07.2026



GOVERNMENT OF ODISHA

WATER RESOURCES DEPARTMENT

TECHNICAL BID DOCUMENTS / DETAILED TENDER CALL NOTICE FOR THE WORK

Supply , Installation, Testing and commissioning of 42 KWP GRID-Interactive Hybrid Solar Power plant with Lithium Battery Energy storage system (BESS) INCLUDING Module Mounting Structure, Inverters, Electrical Accessories, Earthing, Civil Works and Compressive Maintenance at Administrative Building of CCE,BHIP,Dasapalla.

Estimated Cost Put To Tender: **Rs. 41.91 lakh/- (Excluding GST)**

OFFICE OF THE EXECUTIVE ENGINEER
BRUTANG IRRIGATION DIVISION, DASHAPALLA

PARTICULARS OF TENDER

1	Name of the work	Supply , Installation, Testing and commissioning of 42 KWP GRID-Interactive Hybrid Solar Power plant with Lithium Battery Energy storage system (BESS) INCLUDING Module Mounting Structure, Inverters, Electrical Accessories, Earthing, Civil Works and Compressive Maintenance at Administrative Building of CCE,BHIP,Dasapalla.
2	Amount put to tender	Rs. 41.91/- Lakh (Excluding GST)
3	E.M.D	Rs.41,950/-(Online)
4	Period of completion	4 (Four) Calendar months
5	Class of Contractor	Electrical Contractor License Class HT MoU With PM-SURYAGHAR:MUFT BIJLI YOJANA or Register Vendor of PM-SURYAGHAR:MUFT BIJLI YOJANA
6	Cost of Bid Documents	Rs.6000/- (Non-refundable) for Bid Document
7	Availability of Tender in web site	03.08.2026 (10.00 AM) to 18.08.2026 (up to 5.00 PM)
8	Bidding Period starts from	03.08.2026 (10.00 AM) to 18.08.2026 (up to 5.00 PM)
9	Date of opening of Bid	19.08.2026 at 11:00 AM in the O/o the Executive Engineer, Brutang Irrigation Division, Dashapalla, Nayagarh, Odisha, PIN-752084.

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**OFFICE OF THE EXECUTIVE ENGINEER
BRUTANG IRRIGATION DIVISION:DASHAPALLA,NAYAGADA**

E-mail: eebiddasapalla@gmail.com

No. 1154

Date:24.07.2026

NOTICE INVITING TENDER

Bid Identification No.EE-BID-BIP-03(01) of 2026-27, Dt.24.07.2026

'e' Procurement Notice No. EE-BID-03(01)/2026-27, Dt.24.07.2026

Invites online percentage rate tender in single cover through e-procurement for execution of the Electrical works. The bid should be submitted by eligible class of contractors obtained from Electrical Licensing Board of Odisha .

- 1. Type of Work** : Supply , Installation, Testing and commissioning of 42 KWP GRID-Interactive Hybrid Solar Power plant with Lithium Battery Energy storage system (BESS) INCLUDING Module Mounting Structure, Inverters, Electrical Accessories, Earthing, Civil Works and Compressive Maintenance at Administrative Building of CCE,BHIP,Dasapalla.
- 2. Total No. of Works** : 01 nos.
- 3. Approximate value of work** : Rs. 41.91 lakh/- (Excluding GST)
- 4. Tender Paper Cost** : Rs. 6,000/-
- 5. Bid Security/E.M.D** : Rs.41,950/-
- 5. Period of Completion** : Original Work: 02 (Three calendar months).
Maintenance work: (60) (Sixty Callender Months)
- 6. Class of Contractor** : Electrical Contractor License Class LT/MV

	e-procurement Notice No.		Availability of online viewing of Tender prior to Bidding		Submission & Availability bid on-line	Date & time of opening of Bid
			From	To		
1	2		3	4	6	7
EXECUTIVE ENGINEER, BRUTANG IRRIGATION DIVISION, AT/PO-DASHAPALLA, DIST-NAYAGADA, ODISHA, PIN-752084.	EE-BID-03(01)/2026-27,	Rs. 41.91/- (Excluding GST)	03.08.2026 (10.00 AM)	18.08.2026 (up to 5.00 PM)	03.08.2026 (10.00 AM) to 18.08.2026 (up to 5.00 PM)	19.08.2026 at 11:00 AM

Date of opening of bid :**Dt-19.08.2026 at 11.00 AM** in the O/O the Executive Engineer, Brutang Irrigation Division, Dasapalla, Nayagarh, Odisha, PIN-752084.

Further details can be seen from the Govt. Website www.tendersorissa.gov.in

The **Corrigendum/ cancellation** of Tender, if any, will be uploaded and can be seen from the above website only.

Sd/-
Executive Engineer
Brutang Irrigation Division
Dashapalla



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**OFFICE OF THE EXECUTIVE ENGINEER
BRUTANG IRRIGATION DIVISION:DASHAPALLA,NAYAGADA**

E-mail: eebiddasapalla@gmail.com

No. 1155 /WE

Date: 24.07.2026

To

The Director,
Information & Public Relation Department,
Odisha, Bhubaneswar.

Sub : Publication of e-procurement Notice No. **EE-BID-03(01)/2026-27, Dt.24.07.2026**

Sir,

The e-Procurement Notice No.- **EE-BID-03(01)/2026-27, Dt.24.07.2026** pertaining to the works under this office is enclosed here with for favour of your kind information and publication in **one leading local English daily and two local Odia daily in all editions or before 03.08.2026, 10 A.M.** Action may please be taken to consume minimum possible space for the publication.

The Advertising Agency may please be requested to send the complimentary copies of the publications to the undersigned for necessary reference.

Encl. e – Procurement Notice No.- **EE-BID-03(01)/2026-27, Dt.24.07.2026.**

(Soft Copy and Hard Copy)

Yours faithfully,

Sd/-

Executive Engineer

Brutang Irrigation Division,Dashapalla

Memo No. 1156 (WE)

Date : **24.07.2026**

Copy submitted to the Engineer-in-Chief, Water Resources, Odisha, Bhubaneswar / Engineer-in-Chief, (P&D), Water Resources, Odisha, Bhubaneswar/Engineer-in-Chief, Procurement, Water Resources, Odisha, Bhubaneswar for favour of kind information.

Encl:- **e-procurement Notice No. EE-BID-03(01)/2026-27, Dt.24.07.2026**

Sd/-

Executive Engineer

Brutang Irrigation Division,Dashapalla

Memo No. 1157 (WE)

Date : **24.07.2026**

Copy forwarded to the Chief Engineer (Monitoring), O/o the Engineer-in-Chief, Water Resources, Odisha, Bhubaneswar to display the tender call Notice in the authorized Govt. website of Water Resources Department on or before dt.01.09.2025.

Encl:- **e-procurement Notice No. EE-BID-03(01)/2026-27, Dt.24.07.2026**

Sd/-

Executive Engineer

Brutang Irrigation Division,Dashapalla

Memo No. 1158 (WE)

Date : **24.07.2026**

Copy forwarded to the Director, Printing, Stationary & Publications, Government Press, Madhupatna, Cuttack for information and necessary action.

Encl:- **e-procurement Notice No. EE-BID-03(01)/2026-27, Dt.24.07.2026**

Sd/-

Executive Engineer

Brutang Irrigation Division,Dashapalla

Memo No. 1159 (WE) Date : **24.07.2026**

Copy submitted to the F.A.-cum-Special Secretary to Government, Water Resources Department, Odisha, Bhubaneswar for favour of kind information and necessary action.

Encl:- **e-procurement Notice No. EE-BID-03(01)/2026-27, Dt.24.07.2026**

Sd/-

Executive Engineer

Brutang Irrigation Division,Dashapalla

Memo No. 1160 (WE) Date : **24.07.2026**

Copy Submitted to all Chief Engineers, Water Resources Department / All Chief Construction Engineers of Water Resources Department / All Chief Engineers, Works Department / Chief Engineer, Rural Works-I / Chief Engineer P.H. (Urban) / Managing Director, IDCO / OCC / OBCC /OLIC for favor of kind information and necessary action.

Encl:- **e-procurement Notice No. EE-BID-03(01)/2026-27, Dt.24.07.2026**

Sd/-

Executive Engineer

Brutang Irrigation Division,Dashapalla

Memo No. 1161 (WE) Date : **24.07.2026**

Copy Submitted to Chief Construction Engineer, Brutang & Hadua Irrigation Project, Dasapalla /Superintending Engineer, Hauda Irrigation Division, Narasinghpur for favor of kind information and necessary action.

Encl:- **e-procurement Notice No. EE-BID-03(01)/2026-27, Dt.24.07.2026**

Sd/-

Executive Engineer

Brutang Irrigation Division,Dashapalla

Memo No. 1162 (WE) Date : **24.07.2026**

Copy to the Accounts Officer / Works Branch / Cash Section / Tender Call Register concerned work files / Notice Board.

Encl:- **e-procurement Notice No. EE-BID-03(01)/2026-27, Dt.24.07.2026**

Sd/-

Executive Engineer

Brutang Irrigation Division,Dashapalla

**OFFICE OF THE EXECUTIVE ENGINEER,
BRUTANG IRRIGATION DIVISION, DASHAPALLA, NAYAGADA**
E-mail id: eebiddasapalla@gmail.com

No.1214

Date:01.08.2026

1st Corrigendum to 'e' Procurement Notice No. EE-BID-03(01)/2026-27, Dt.24.07.2026

Name of Work: Supply , Installation, Testing and commissioning of 42 KWP GRID-Interactive Hybrid Solar Power plant with Lithium Battery Energy storage system (BESS) INCLUDING Module Mounting Structure, Inverters, Electrical Accessories, Earthing, Civil Works and Compressive Maintenance at Administrative Building of CCE,BHIP,Dasapalla.

SL No.		<u>e' Procurement Notice No. EE-BID-03(01)/2026-27, Dt.24.07.2026</u>	Modified to / Read as per 1 st Corrigendum
1	Class of Contractor	Electrical Contractor License Class LT/MV	Electrical Contractor License Class HT MoU With PM-SURYAGHAR:MUFT BIJLI YOJANA or Register Vendor of PM-SURYAGHAR:MUFT BIJLI YOJANA

All other terms and conditions remain unchanged.

Sd/-

Executive Engineer
Brutang Irrigation Division
Dashapalla,Nayagada



**OFFICE OF THE EXECUTIVE ENGINEER
BRUTANG IRRIGATION DIVISION:DASAPALLA,NAYAGARH**

E-mail: eebiddasapalla@gmail.com

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Invitation of Bids

e' Procurement Notice No. EE-BID-03(01)/2026-27, Dt.24.07.2026

- The Executive Engineer, Brutang Irrigation Division,Dashapalla, Dist: Nayagada, Odisha on behalf of Hon'ble Governor of Odisha invites online percentage rate tender in single cover through e-procurement for execution of the following works. The bid should be submitted by eligible class of contractors obtained from Electrical Licensing Board of Odisha HT MoU With PM-SURYAGHAR:MUFT BIJLI YOJANA or Register Vendor of PM-SURYAGHAR:MUFT BIJLI YOJANA online in the Govt. website www.tendersodisha.gov.in. The bidders should have necessary portal enrolment with own digital signature certificate. The registered bidders outside of Odisha can also participate in this online tender process after necessary portal enrolment but shall have to subsequently undergo registration with Electrical Licensing Board of Odisha under the State PWD in appropriate class of eligibility before signing of the agreement for Electrical work.

2.

Sl. No	Name of work	Bid Identification No.	Approximate Value of work excluding GST (Rs. In lakh)	Bid Security/E.M. D (Rs.)	Cost of document (Rs.)	Class of Contractor	Period of completion
1	1. Supply , Installation, Testing and commissioning of 42 KWP GRID-Interactive Hybrid Solar Power plant with Lithium Battery Energy storage system (BESS) INCLUDING Module Mounting Structure, Inverters, Electrical Accessories, Earthing, Civil Works and Compressive Maintenance at Administrative Building of CCE,BHIP,Dasapalla.	EE-BID-03(01)/2026-27, Dt.24.07.2026	41.91	41,950 (On-Line)	6000.00 (On-Line)	Electrical Contractor License Class HT MoU With PM-SURYAGHAR: MUFT BIJLI YOJANA or Register Vendor of PM-SURYAGHAR: MUFT BIJLI YOJANA	Original Work: 02 (Three calendar months). Maintenance work: (60) (Sixty Callender Months)

- Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions and conditions of contract and other necessary documents can be seen in the website: <https://tendersodisha.gov.in>
- The bidder shall transfer online the cost of bid document and Bid Security for the amount specified for the work in the table above as requirement of the bid through process as mentioned under DTCN.
- Procurement Details:

Procurement officer	Availability of Bid On -line	Submission of Bid On-line	Date & time of opening of tender	
			Technical bid	Financial bid
1	2	3	4	5
Executive Engineer, Brutang Irrigation Division, Dasapalla	03.08.2026 (10.00 AM) to 18.08.2026 (up to 5.00 PM)	03.08.2026 (10.00 AM) to 18.08.2026 (up to 5.00 PM)	19.08.2026 at 11:00 AM	To be intimated to qualified bidders after evaluation of the technical bid.

- The bidder must possess compatible Digital Signature Certificate (DSC).
- Tender should be submitted on-line in www.tendersodisha.gov.in. bid document consisting of qualification, information and eligibility criteria of bidders, plans, specification and Bill of quantities of the works are available in web-site www.tendersorissa.gov.in and the set of terms and

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EXECUTIVE ENGINEER

conditions of contract and other necessary documents can be seen in the web-site till last date of submission of bid.

8. Bid validity period of the tender is for a period of 90 days from the last date of submission of bid. If any bidder withdraws his bid/tender before the said period or makes any modification in the terms and condition of the bid, he/she will be suspended for the time specified in the tender document.
9. Engineers of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the State Government are not allowed to work as a contractor for a period of two years after his retirement from Government service, without Government permission.
10. The original documents along with a set of it's Xerox copies against the scanned copy of RC, (valid contractor registration certificate), GSTIN registration Certificate, PAN Card, Affidavit and other requisite documents submitted through web site should be produced in the office of **Divisional Engineer** for verification on demand after opening the Technical Bid. The Technical Bid will be opened in the office of the **Executive Engineer, Brutang & Hadua Irrigation Project, Dasapalla** on **Dt. 19.08.20256 at 11.00 Hours**.
11. Any addendum / corrigendum /cancellation of above tender will be published in the web-site <https://tendersodisha.gov.in> and in the notice board. The system shall generate a mail to those bidders who have already uploaded their tenders and those bidders if they wish, can modify their tenders.
12. Bid document consisting of qualification, information and eligibility criteria of bidders, plans, specification and schedule of quantities of the works are available in web-site <https://tendersodisha.gov.in> and the set of terms and conditions of contract and other necessary documents can be seen in the web-site till last date of sale and receipt of tender papers. Interested tenderers may obtain further information at the web-site <https://tendersodisha.gov.in>
13. Other details including details of Portal Registration, Submission of bid, Resubmission and withdrawal of bid can be seen in the bidding document which is available in web-site <https://tendersodisha.gov.in> Engineering contractor who is desirous to avail the facility of exemption of EMD is required to submit the affidavit on-line to the effect that he/she has not yet availed the facility for more than three works during the current financial year. Name of the three works and authority to which the tender is being submitted must be mentioned in affidavit failing which; the tender will be liable for rejection.
14. The tenderer whose tender is selected for acceptance shall within a period of seven days upon intimation being given to him of acceptance of his tender make an Initial security deposit @2% of the accepted tender amount in shape of NSC / Post Office Savings Bank Account / Post Office Time Deposit Account / Kisan Vikas Patra / Bank Guarantee in favour of Executive Engineer, Brutang Irrigation Division, Dasapalla from any Nationalised / Schedule Bank in India counter guaranteed by its local Branch at Bhubaneswar / e-Bank Guarantee executed on the National e-Governance Services Limited (NeSL) Digital Document Execution Portal towards E.M.D. / Initial Security Deposit / any other Security Deposit from the Contractor or Supplier and sign agreement in the P.W.D. form No.P1 (Schedule XLV No.61) for the fulfillment of the contract in the office of the Executive Engineer, Brutang Irrigation Division, Dasapalla, District-Nayagarh, Odisha. The security deposit of Initial Security money according to the provision of P1 agreement shall be retained as Security for the due fulfillment of this contract. Failure to enter into the required agreement and to make the security deposit as above shall entail forfeiture of the earnest money. The written agreement to be entered into between the contractor and the Govt. shall be the foundation of the rights of both the contractor and the Govt. and the contract shall be deemed to be incomplete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter into the contract on behalf of the Govt.

15. Additional Performance Security (As per Works Department OM No.173 dt.03.01.2026) shall

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EXECUTIVE ENGINEER

be obtained from the bidder when the bid amount is less than estimated cost put to the tender. In such an event, only the successful bidder who has quoted less bid price / rates than the estimated cost put to tender shall have to furnish the Additional Performance Security as per the following rate. Additional performance security shall be taken on an incremental basis from the selected bidder for low bid prices in the project works as under.

- (I) Where the bid price is below 0% but not below 10% of the project cost put to bid, no additional performance guarantee/security percentage is required.
- (II) (II) Where the bid price is below 10% but not below 20% of the project cost put to bid, the additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price ;
- (III) (III) Where the bid price is 20% or more below of the project cost put to bid, the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price.
- (IV) (IV) The additional performance guarantee percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.
- (V) (V) The additional performance security shall be treated as part of the performance security.
- (VI) (VI) Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and recommended to the competent authority of the Administrative Department for the approval of the Additional Performance Security (APS). An abnormally low bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Procuring Entity may, in such cases, seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the bid document. If, after evaluating the price analyses, the procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/Proposal. However, it would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered as an abnormally low bid.

16. The applicable Additional Performance Security (APS) shall have to be furnished by the successful bidder in shape of NSC/Post Office Savings Bank Account/Post Office Time Deposit Account/Kishan Vikash Patra/Bank Gurantee from any nationalized bank pledged in favour of the Executive Engineer, Brutang Irrigation Division, Dasapalla from any Nationalised / Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar within seven days of issue of Letter of Acceptance (LoA) by the Executive Engineer, Brutang Irrigation Division, Dasapalla (by e-mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled. Further, proceeding for blacklisting shall be CONTRACTOR EXECUTIVE ENGINEER BRUTANG IRRIGATION DIVISION initiated against the bidder. (Vide Office Memorandum No -14459/W dated 20.09.2018 of Works Department, Govt. of Odisha).

17. If the 1st lowest bidder does not turn up for agreement after finalization of tender, then he shall be debarred from participation in bidding for three years & action will be taken to black list the contractor as per codal provision in Annexure-II of Amendment to Para-3.4.14 Note-I of OPWD Code Vol-1.

18. Exemption of EMD to the Engineer Contractor will be allowed for a maximum of three works in a financial year and the fact of awarding a work with exemption of EMD should be entered in the Original Registration Certificate of the Engineer Contractor. Engineer contractor desirous to avail the exemption of EMD is required to submit an affidavit to the effect that He/ She has not yet availed the facility during the current financial year for three works prior to this tender.

19. In case of SC/ ST bidders who want to avail price preference, may avail price preference as per the Resolution File No. 16262/ W dated 30.10.2018 of Works Department, Government of Odisha.(He/ she must have furnish the required affidavit to

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EXECUTIVE ENGINEER

avail the price preference.

20. The bidders shall furnish an affidavit on-line at the time of submission of the bid, about the authentication of the tender documents including Registration Certificate, PAN Card, valid GSTIN registration certificate etc. failing which the bid shall be considered as non-responsive and thus liable for rejection. No adjustment of EMD will be entertained at all; Labour license is to be produced by the successful bidder at the time draw of agreement.
21. For a particular work a bidder can submit only one bid. Submission of more than one bid by a bidder for a particular work will be liable for rejection of all such bids of the concerned bidder.
- 22. The bidder should mention his detail address and phone/mobile no./Email ID in the separate sheet for communication regarding the tender.**
23. As per Office Memorandum No.16 dt.01.01.2015 of Work Department Government of Odisha, when in response to a notice calling for tenders, only a single tender is received in the first instance, the tender will be cancelled without opening of the bid and fresh tender will be invited publicly. If single tender is received, even after retendering, then the approval of the next higher authority shall be obtained, if the tender is in order and acceptable.
24. As Goods and Service Tax has come into force with effect from 01.07.2017, GST as applicable will be paid extra after gross bill amount prepared vide Section-15 and Section-142 (11-C) of Odisha Goods and Service Tax Act 2017.
25. The bidder must have to register under CDMS portal as per **O.M No-12934/W dated 23.08.2018 of Works Department, Govt. of Odisha with insertion of provision in Para -12.4 below Para-12 in Appendix-IX (A) of the OPWD Code, Volume – II otherwise bid shall be rejected.**
26. The department reserves the right of authority to reject any or all tenders received without assigning any reason whatsoever.
27. Other details and conditions can be seen in the bidding documents, which is available in the website <https://tendersodisha.gov.in>

Sd/-
Executive Engineer,
Brutang Irrigation Division,
Dasapalla

CHECKLIST TO BE ENSURED BY THE BIDDER

Sl. No	Particulars	Reference to DTCN Clause No.	Whether furnished		Reference to Page no.
			Yes	No	
01.	Cost of tender paper Rs.10,000.00 (Online)	No.4			
02.	All the E.M.Ds requirements mentioned in the DTCN shall be Rs. 94,800/- (Online)	NIT			
03	Additional Performance Security in case the bid price/rate is less than the estimated cost put to tender as per As per Works Department OM No.173 dt.03.01.2026.	NIT			
04.	Copy of valid Electrical Contractor License Class HT MoU With PM-SURYAGHAR:MUFT BIJLI YOJANA or Register Vendor of PM-SURYAGHAR:MUFT BIJLI YOJANA	NIT			
05.	Copy of valid GSTIN	NIT			
06.	Copy of PAN Card	NIT			
07.	No Relationship Certificate in Schedule – A	No.163			
08. (A)	Information regarding current litigation, debarring / expelling of the tender or abandonment of the work by the tenderer (Schedule-E)	No.164			
(B)	Affidavit (Schedule-F)	No.165			
09.	Work Program.				
10.	a) M.O.U. (Memorandum of Understanding duly notarized) with With PM-SURYAGHAR:MUFT BIJLI YOJANA or Register Vendor of PM-SURYAGHAR:MUFT BIJLI YOJANA	No. 167-168 & Schedule - J			
11.	e-mail ID &				
12.	Contact no.				

CONTRACT DATA

A. GENERAL INFORMATION

SI No	Item	Details
1	Name of the Work	Supply , Installation, Testing and commissioning of 42 KWP GRID-Interactive Hybrid Solar Power plant with Lithium Battery Energy storage system (BESS) INCLUDING Module Mounting Structure, Inverters, Electrical Accessories, Earthing, Civil Works and Compressive Maintenance at Administrative Building of CCE,BHIP,Dasapalla.
2.	Employer	Executive Engineer, Brutang Irrigation Division , Dasapalla
3.	Employer's Representative	Executive Engineer, Brutang Irrigation Division, Dasapalla
6	<u>Estimated Cost</u> <u>(Excluding GST) (In Rs.)</u> Civil Works, EI,PH Total	Rs. 41.91 lakh

B. BID INFORMATION

7	Intended completion period/Time period assigned for Completion	Original Work: 02 (Three calendar months). Maintenance work: (60) (Sixty Callender Months)
8	Last Date & time of submission of Bid	Date: 18.08.2026 Time 17.00 hours
9	Cost of Bid Document	
	i Amount as per Clause-4	Rs.6000/- To be remitted Online
10	Bid Security	
	i Amount as per Clause- 20 & 7 (II)	Rs. 41,950/- To be remitted Online
11	Additional Performance Security	
	i Amount	Additional Performance Security in case the bid price/rate is less than the estimated cost put to tender As per Works Department OM No.173 dt.03.01.2026.
	ii In favour of	Executive Engineer, Brutang Irrigation Division, Dasapalla
	iii Type of instrument	As specified in the bid document.
12	Bid validity period	90 days
13	Currency of Contract	Indian Rupee
14	Language of Contract	English

INSTRUCTION TO BIDDERS(ITB)

Procedure to participate in online bidding e-procurement

1. PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL: The Contractor/Bidder intending to participate in the bid is required to register in the Portal using his /her active personal/ official e-mail ID as his Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL etc. He/ She has to submit the relevant information as asked for about the firm/ contractor. The portal registration of the bidder/ firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/ documents such as (i) PAN and (II) Registration Certificate (RC)/ GST Registration Certificate and GSTIN (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ GST Registration Certificate and GSTIN. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participate in the online bidding process.

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.

- a. To log on to the portal the Contractor/Bidder is required to type his/her *username* and password. The system will *again ask to* select the DSC and confirm it with the password of DSC. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.
 - b. The tender documents uploaded by the Tender Inviting Officer in the website <https://tendersodisha.gov.in> will appear in the section of "Upcoming Tender" before the due date of tender sale. Once the due date has arrived, the tender will move to "Active Tender" Section of the *homepage*. Only a small notification will be published in the newspaper specifying the work details along with *mention* of the specific website for details. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders. Any bidder can view or download the bid documents from the web site.
 - c. Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption.
 - d. The *software* application has the provision of payment of cost of tender document through payment gateways of *authorized* bankers by directly debiting the account of the bidders.
- 1.1. Furnishing scanned copy of such documents is mandatory along with the tender documents otherwise his/her bid shall be declared as non-responsive and thus liable for rejection. Bidders participating through Joint Venture shall declare the authorized signatory through Memorandum of Understanding duly registered and enroll in the portal in the name and style of the joint venture company. It is mandatory that the DSC issued in the name of the authorized signatory is used in the portal.
 - 1.2. In the case of any failure, malfunction, or breakdown of the electronic system used during the e-procurement process, the tender inviting officer shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control.

- 1.3. Any third party/company/person under a service contract for operation of e-procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement processes that are undertaken through the e-procurement system irrespective of who operates the system.
- 1.4. For submission of Bids through the E-Procurement Portal, the bidder shall up load the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. The on line bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal before the specified date as per DTCN.
- 1.5. Each bidder shall submit only one bid for one package. A bid is said to be complete if accompanied by cost of bid document and appropriate bid security. The system shall consider only the last bid submitted through the E-Procurement portal.
- 1.6. The bidder may ask question related to tender online in the e-procurement portal using his/her DSC, provided the questions are raised within the period of seeking clarification as mentioned in tender call notice/Bid. The Officer inviting the Bid/ Procurement Officer-Publisher will clarify queries related to the tender.
- 1.7. The details of drawings and documents pertaining to the works available with the officer inviting the Bid as well as in the office of the Superintending Engineer and Executive Engineer as mentioned in the Contract Data will be open for inspection by the bidders. The bidder is required to down load all the documents for preparation of his bid. It is not necessary for the part of the Bidder to up-load other Bid documents (after signing) while up-loading his bid. He is required to up load documents related to his eligibility criteria and qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred all the drawings and documents. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited. Action will be taken as per Bid Security Declaration in Schedule-K vide F.D O.M No.8943 dtd.18.03.2021
- 1.8. Any addendum / corrigendum/ cancellation of tender shall be published in the website <https://tendersodisha.gov.in> , notice board and through paper publication and such notice shall form part of the bidding documents.
- 1.8.1. The system generates a mail to those bidders who have already uploaded their tenders and those bidders if they wish can modify their tenders. The bidders are required to which the website till last date and time of bid submission for any addendum/ corrigendum/ cancellation thereof. Tender inviting authority is not responsible for communication failure of system generated mail.
- All the volumes/documents shall be uploaded / provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and up load the scanned documents in Portable Document Format to the portal in the designated locations of Technical Bid. He will fill up the rates of items or percentage in the BOQ down loaded for the work in designated Cell and up loads the same in designated locations of Financial Bid. Bidders are to submit only the original BoQ uploaded by publisher after entering the relevant fields without any alteration/deletion/modification. Multiple BoQ submission shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than Zero value in the specified cells. In the percentage rate tender, the bidder quoting Zero value is valid and will be taken as Schedule of Rates. Submission of document shall be effected by using DSC of appropriate class.

2. PAYMENT OF EMD/ BID SECURITY AND COST OF BID DOCUMENTS: The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data in online mode. Non-submission of bid security within the designated period shall debar the bidder from participating in the on-line bidding system and his portal registration shall be cancelled. His name shall also be informed to the registering authority for cancellation of his registration.

2.1 Deleted.

2.2 Deleted.

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

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

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

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

The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience within the final date and time of submission. The bidder shall only submit single copy of the required documents and Price Bid in the portal. In the Financial bid, the bidder can not leave any figure blank. He has to only write the figures, the words will be self generated. The Bidders are advised to up load the completed Bid document well ahead of the last date & time of receipt to avoid any last moment problem of power failures etc.

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

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

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

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

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

documents with in the stipulated date, his bid security shall be forfeited. Action will be taken as per Bid Security Declaration in Schedule-K vide F.D O.M No.8943 dtd.18.03.2021

SUBMISSION OF BIDS:-

- 3.3. The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid and a Financial Bid. The Technical bid generally consists of GSTIN, PAN, Registration Certificate, Affidavits, Profit Loss statement, Joint venture agreement, List of similar nature of works, work in hand , list of machineries and any other information required by OIT. The Financial Bid shall consist of the Bill of Quantities (BOQ) and any other price related information/ undertaking including rebates.
- 3.4. Bidders are to submit only the original BOQ (in .xls format) uploaded by Procurement Officer Publisher (Officer Inviting Tender) after entering the relevant fields without any alteration/ deletion/ modification. Multiple BOQ submission by bidder shall lead to cancellation of bid. In case of items rate tender , bidders shall fill in their rates other than zero value in the specified cells without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.
- 3.5. The bidder shall upload the scanned copy/ copies of document in support of eligibility criteria and qualification information in prescribed format in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.
- 3.6. The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BOQ) published by the Officer Inviting Tender. The bidder shall type rates in figure only in the rate column of respective items(s) without any blank cell in the rate column in case of item rate tender and type percentage excess or less up to two decimal place only in case of percentage rate tender.
- 3.7. The bidder shall log to the portal with his/ her DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents.
- 3.8. Bids cannot be submitted after due date and time. The bids once submitted can not be viewed, retrieved or corrected. The Bidder should ensure correctness of the Bid prior to uploading and take print out of the system generated summery of submission to confirm successful uploading of bid. The bids can not be opened even by the OIT or the Procurement Officer Publisher/ opener before the due date and time of opening.
- 3.9. Each process in the e-procurement is time stamped and the system can defect the time of log in of each user including the Bidder.
- 3.10. The Bidder should ensure clarity/ legibility of the document uploaded by him to the portal.
- 3.11. The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/ tender.
- 3.12. The bidder should check the system generated confirmation statement on the status of the submission.
- 3.13. The bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
- 3.14. The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
- 3.15. The Bidder is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantity duly filled in. It is not necessary for the part of the bidder to upload the drawing and the other Bid documents (after signing) while uploading his bid. It is assumed that the bidder has refered all the drawings and documents uploaded by the Officer Inviting the Bid.
- 3.16. The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time). The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer Inviting the Bid.
- 3.17. The 'Online bidder' shall digitally sign on all statements documents, certificates uploaded by him, owning responsibility for their correctness/ authenticity as per IT ACT 2000. If any of the information furnished bythe bidder is found to be false¹⁷/ fabricated/ bogus, his EMD/BID Security shall stand

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forfeited and his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

4. SECURITY OF BID SUBMISSION:

- 4.1. All bid data uploaded by the Bidder to the portal will be encrypted by the DSC of the opener(s). The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender.
- 4.2. The Bid shall be received in encrypted format by the system which can only be decrypted / opened by the authorized openers only on or after the due date and time.

5. DEADLINE FOR SUBMISSION OF THE BIDS :

- 5.1. The online bidding will remain active till the last date and time of the bid submission. Once the date and time (Server date and time) is over, the bidder will not be able to submit the bid. The date & time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer inviting the Bid.

RESUBMISSION AND WITHDRAWAL OF BIDS :

- 5.2. Resubmission of bid by the Bidders for any number of times before the final date and time of submission is allowed.
- 5.3. Resubmission of bid shall require uploading of all documents including price bid afresh.
- 5.4. If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

6. LATE BIDS :

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

7. MODIFICATION AND WITHDRAWAL OF BIDS :

- 7.1. In the E-Procurement Portal, it is allowed to modify the bid any number of times before the final date and time of submission. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure. If the bidder fails to submit his modified bids within the designated time of receipt, the bid already in the system shall be taken for evaluation.
- 7.2. In the E-Procurement Portal, withdrawal of bid is allowed. But in such case he has to write a letter with appropriate reasons for his withdrawal addressed to the Officer inviting the bid and upload the scanned document to portal in the respective bid before the closure date and time of receipt of the bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.

8. OPENING OF THE BID:

- 8.1. Bid opening date is specified during tender creation or can be extended with corrigendum. This date is available in IFB, tender document as well as the home page of portal. Bid opening can be done by the authorized users which are defined during the tender publication / approval stage. The bids are encrypted using their public keys and can be decrypted only on or after the Bid Opening due date and time. The bid openers private key will be required to open the bids and all the openers have to log on to the portal during that time.
 - 8.1.1. The bidders who participated in the on line bidding can witness opening of the bid from any system logging on to the portal with the DSC away from opening place. Contractors are not required to be present during the bid opening at the opening location if they so desire.
 - 8.1.2. Each activity is date and time stamped with user details. For time stamping, server time is taken as the reference.
- 8.2. In the event of the specified date of bid opening being declared a holiday for the Officer inviting the

Bid/Engineer-in-Charge, the bids will be opened at the appointed time on the next working day.

- 8.3. In case bids are invited for more than one package, the order for opening of the "Bid" shall be that in which they appear in the "Invitation for Bid".
- 8.4. The Bid openers; who have been pre-defined shall log on to the portal with their respective DSC. Unless all the Officers who have been declared as Opening officers, log on the portal with their DSC the Tender cannot be opened.
- 8.5. In case of non-responsive tender the officer Inviting tender should complete the e-Procurement process by uploading the official letter for cancellation/ re-tender.

EVALUATION OF BIDS:-

All the opened bids shall be downloaded and printed for taking up evaluation. The officer authorized to open the tender shall sign and number on each page of the documents downloaded and furnish a certificate that "the documents as available in the portal containing..... nos. of pages".

- 8.5.1. After opening of technical bid, the bidder may be asked in writing / online (in their registered e-mail ID) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents required for Technical Evaluation. The Officer Inviting Tender may ask for any other document of historical nature during Technical Evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the bidders price bid. Non submission of legible documents may render the bid non-responsive. The authority inviting bid may reserve the right to accept any additional document.
- 8.5.2. The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit
- 8.5.3. Immediately, on receipt of these clarifications, the Evaluating Officers; predefined in the system for the bid, will finalize the list of responsive bidders. They will log on to the site with their DSC and record their comments on the Technical evaluation page in the system. The Officer Inviting the Bid if also the accepting authority, shall log on to the system with his digital signature and check the technical evaluation. He can either accept or pass on to the evaluating officers for re-evaluation. Upon acceptance of technical evaluation by the Accepting authority in the system, the system shall automatically generate letter to all the responsive bidders and the system shall forward the letter to all the responsive bidder that their technical bid has been evaluated responsive with respect to the data/information furnished by him and the letter shall also intimate him the date & time of opening of financial bid. The system shall also inform the non-responsive bidders in their e-mail ID that their bid has been found non-responsive.
- 8.6. The Technical evaluation of all the bids shall be carried out up as per the information furnished by the Bidders. But evaluation of the bid does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action as per relevant clause of DTCN shall be taken against the bidder/contractor.
- 8.7 The Procurement officer-Evaluators will evaluate bid and finalized list of responsive bidders. Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information.
- 8.7.1 The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officer-Openers shall log on to the system in sequence and open the financial bids.
- 8.7.2 The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorised representative who wish to be present.
- 8.7.3 At the time of opening of "Financial Bid", the names of the bidders whose technical bids were found responsive will be announced and the bids of only those bidders will be opened. The remaining bids will be rejected.

- 8.7.4 The responsive bidders' name, the bid prices, the item wise rates, the total amount of each item in case the item rate tender and percentage above or less in case of percentage rate tenders will be announced. any discounts and withdrawals, and such other details as the officer inviting the tender may consider appropriate, will be announced by him or his authorized representatives at the time of opening.
- 8.7.5 Rebate/discount offer if any uploaded to the system shall be declared and recorded first.
- 8.7.6 The Financial bid of the bidders shall be opened one by one by the designated officers. The system shall auto-generate the Comparative statement.
- 8.7.7 The Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.
- 8.7.8 Procurement Officer-Openers shall sign on each page of the download BOQ and the Comparative Statement and furnish a certificate to that respect.
- 8.7.9 System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Chief Engineer/ Head of Department.

9. CLARIFICATION AND NEGOTIATION OF BIDS:

- 9.1. For examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask the lowest bidder for clarification of his rates including reduction of rate on negotiation and breakdowns of unit rates.
- 9.2. On opening of the price bid the system shall arrange the financial bids in order of their value (L1 first, followed by L2, L3) for subsequent evaluation. The evaluation status (Sheet) will be visible to all the participating bidders after opening on their respective logins. Each activity is recorded in the system with date and time stamping.

10. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

- 10.1. In the E-Procurement Portal, the system shall generate the template of award letter and the Officer Inviting the Bid shall mention the amount of Performance Security and additional security required to be furnished in the letter and intimate the bidders in his e-mail ID.
- 10.2. The Employer/ Engineer-in-Charge shall notify acceptance of the work prior to expiry of the validity period by cable, telex or facsimile or e-mail confirmed by registered letter. This letter of Acceptance will state the sum that the Engineer-in-Charge will pay the contractor in consideration of execution and completion of the works by the contractor as prescribed by the contract and the amount of performance security and Additional Performance Security required to be furnished. The issue of the letter of Acceptance shall be treated as closure of the Bid process and commencement of the contract.
- 10.3. The Contractor after furnishing the required acceptable Performance Security and Additional Performance Security, "Letter of Proceed" or "Work Order" shall be issued by the Engineer-in-Charge with copy thereof to the Procurement Officer-Publisher. The Procurement Officer-Publisher shall upload the summary and declare the process as complete.
- 10.4. If the L1 bidder does not turn up for agreement after finalisation of the tender then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium/ JV/firm where such an agency/ firm already happens to be or is going to be a partner/ member/ proprietor, he/ they shall neither be allowed for participation in bidding for three years nor his/ their application will be considered for registration and action will be initiated to blacklist him/ them. In that case, the L2 bidder, if fulfils other required criteria would be called for drawing agreement for execution of work subject to condition that the L2 bidder negotiates at par with the quoted by the L1 bidder, otherwise the tender will be cancelled.

11. BLOCKING OF PORTAL REGISTRATION

- 1.1 If the registration Certificate of the contractor is cancelled/ suspended by the registering authority/ blacklisted by the competent authority his portal registration shall be blocked automatically on receipt of information to that effect.
- 1.2 The portal registration blocked in the ground mentioned in the above Para- 11.1 shall be unblocked automatically in receipt of revocation order of cancellation/ suspension/ blacklisting from the concerned authority.
- 1.3 The Officer Inviting Tender shall make due inquiry and issue show cause notice to the concerned contractor who in turn shall furnish his reply, if any, within a fortnight from the date of issue of show cause notice. Thereafter the Officer Inviting Tender is required to issue an intimation to the defaulting bidder about his unsatisfactory reply and recommend to the Chief Manager (Tech) for blocking of portal registration within 10 days of intimation to the defaulting bidder regarding his unsatisfactory reply with intimation to the Registering Authority and concerned Chief Engineer/ Heads of Office if any of the following provisions are violated.
 - 1.3.1 Fails to furnish original Technical Documents before the designated officer within the stipulated date and time.
 - 1.3.2 Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period (including till the extended bid validity period)
 - 1.3.3 Fails to execute the agreement within the stipulated date.
 - 1.3.4 If any of the information furnished by the bidder is found to be false/ fabricated/ bogus.
Accordingly the officer Inviting Tender shall recommended to the Chief Manager (Tech) State Procurement Cell, Odisha for blocking of portal registration of bidder and simultaneously action shall also be initiated by OFFICER INVITING TENDER for blacklisting as per Appendix-XXXIV of OPWD code Volume-II.
The minimum period of blocking of Portal Registration shall in no case be less than 180 days.

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

1. The State Government have formulated rules and procedures for Electronic receipt, accounting and reporting of the receipt- of Cost of Tender Paper and Earnest Money Deposit on submission of bids through the e-procurement portal of Government of Odisha i.e. "<https://tendersodisha.gov.in>".
2. Electronic receipt of cost of tender paper has been successfully tested through SBI payment gateway. Now it has been decided to introduce electronic receipt of **Cost of Tender Paper and Earnest Money Deposit on submission of bids** through payment gateway of designated banks such as SBI/ICICI Bank/HDFC Bank for all Government Departments, State PSUs. Statutory Corporations, Autonomous Bodies and Local Bodies etc. in phases (ANNEXURE-I). The process outline as well as accounting and reporting structure are indicated below :
 - a) It will be carried out through a single banking transaction by the bidder for multiple payments like **Cost of Tender Paper and Earnest Money Deposit on submission of bids**.
 - b) Various payment modes like Internet banking/ NEFT/RTGS of Designated Banks and their Aggregator Banks as well can be accessed by the intending bidders.
 - c) Reporting and accounting of the e-receipts will be made from a single source.
 - d) Credit of receipts into the Government accounts and to the designated Bank account of the participating entities indicated in Para 2 above would be faster.
3. Only those bidders who successfully remit their **Cost of Tender Paper and Earnest Money Deposit on submission of bids would be eligible to** participate in the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure.
4. **Banking arrangement:**
 - a) Designated Banks (SBI/ICICI Bank/HDFC Bank) payment gateway are being integrated with e-Procurement portal of Government of Odisha (<https://tendersodisha.gov.in>)
 - b) The Designated Banks participating in **Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids** will nominate a Focal Point Branch called e-FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.
5. **Procedures of bid submission using electronic payment of tender paper cost and EMD by bidder:**
 - a) **Log on to e-Procurement Portal:** The bidders have to log onto the Odisha e-Procurement portal (<https://tendersodisha.gov.in>) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now, submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
 - b) **Uploading of Prequalification/Technical/Financial bid:** The bidders have to upload the required Prequalification /Technical/Financial bid, as mentioned in the bidding document and in line with Works Department office memorandum no.7885, dt.23.07.2013.

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- c) **Electronic payment of tender paper cost and EMD:** Then the bidders have to select and submit the bank name as available in the payment options
 - i. A bidder shall make electronic payment using his/her internet banking enabled account with designated Banks or their aggregator banks.
 - ii. A bidder having account in other Banks can make payment using NEFT/RTGS facility of designated Banks.
- Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.
- d) **Bid submission:** Only after receipt of intimation at the e-Procurement portal regarding successful transaction by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.
- e) **System generated acknowledgement receipt for successful bid submission:** System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of 'Bid ID' generated in the acknowledgement receipt for tracking their bid status.

6. Settlement of Cost of Tender Paper;

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

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

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

8. Forfeiture of EMD :

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

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

9. Role of the Banks:

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

10. Role of State Procurement Cell:

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

- c) The State Procurement Cell shall be responsible for providing challan details and MIS in respect of the remittance towards tender paper cost to the Tender inviting authorities for their record.
- d) State Procurement Cell shall monitor the progress of e-Tendering by different Government departments / State PSUs/ Autonomous Bodies / ULBs through an MIS. State Procurement Cell shall monitor and send monthly progress reports to the Government.
- e) The e-Procurement system will generate a consolidated refund & settlement XML file as an end of the day activity.
- f) e-procurement system will provide a web service for payment gateway (PG) provider to pull the encrypted refund and settlement details in XML file against a day.
- g) Similarly, payment gateway (PG) provider will provide a web service to pull the refund and settlement status against a day
- h) e-procurement system will update the status accordingly for reconciliation report.

11. Role of National Informatics Centre :

- a) Customize e-Procurement software and web-pages of Government of Odisha (<https://tendersodisha.gov.in>) to enable the provision for electronic payment.
- b) The NIC, Odisha will modify / rectify the errors in electronic data relating to the Chart of Account.
- c) NIC will provide an interface to organisations to download the electronic receipt data.
- d) Enable automatic generation of daily XML files from e-Procurement system and ensure delivery of the same to the authorised Banks for enabling automatic refund/settlement of funds.
- e) NIC shall enable the e-Procurement portal to generate MIS as required for the State Procurement Cell in order to make remittance of the tender paper cost to the State Government account using the Odisha Treasury portal.

12. Role of Cyber Treasury :

- a) The cost of the tender paper deposited by the SPC using the Odisha Treasury Portal which will be accounted for by the Cyber Treasury and it shall submit the accounts to A.G (O) as per the established process.
- b) The Cyber Treasury will provide MIS as required to the SPC for the purpose of accounting and reconciliation of the electronic remittances made to the State Government account.

13. Redressal of Public grievances :

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

14. Applicability and modification of existing rules / orders:

The modalities prescribed in this Office Memorandum for downloading of tender paper, submission and rejection of bid, acceptance of Bids as well as refund and forfeiture of earnest deposit will be applicable for electronic submission of bids through e-procurement portal. Existing provisions regulating cost of

tender paper, earnest money deposit in OPWD Code and OGFR would stand modified to the extent prescribed.

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

ANNXURE-I

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

	Cost of Tender Paper on submission of bids	Earnest Money Deposit on submission of bids
Government Departments	I. The payment towards the cost of Tender Paper, in case Government Departments shall be collected in separate Pooling accounts opened in Focal Point Branch called e-FPB of respective designated banks [as stated in Para 2] at Bhubaneswar on T+1_day. II. With reference to the Notice Inviting Tender/ Bid Identification Number, the amount so realized is to be remitted to Government Account under the Head Of Account 0075-Misc. General Services-800-Other Receipts-0097-Misc. Receipts-02237-Cost of Tender Paper through Odisha Treasury Portal after opening of the bid.	I. In case of tenders of Government Departments, amount towards Earnest Money Deposit on submission of bids shall be collected in a pooling account opened for this purpose at Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's account within two working days on receipt of instruction from TIA through refund and settlement of e-procurement system. II. In case of forfeiture of Earnest Money Deposit on submission of bids, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority within two working days of receipt of instruction from TIA.

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

Instruction to Bidders (ITB)

e-procurement

1. NOTICE INVITING BID AND OBTAINING BID DOCUMENTS:

- 1.1. The authority belonging to the major discipline is competent to invite tender of composite bids. He will also nominate the Executive Engineer who will deal with all matters relating to the bids in the invitation of bids.
- 1.2. For composite tender, estimated cost of each component should be clearly indicated in addition to combined estimated cost put to tender. The eligibility of bidders will correspond to the combined estimated cost of different components put to tender.
- 1.3. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules / amendments issued there under from time to time. If he fails to do so, it will be considered a breach of the contract and the Superintending Engineer/Executive Engineer may at his discretion without prejudice to any other right or remedy available under law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the said Act by him.
- 1.4. The contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices quoted in the Bill of Quantities, all of which shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, plant & services or of contingencies for which there is a Provisional Sum) and all matters and things necessary for the proper execution and completion of the work and the remedying of any defects therein.
- 1.5. The successful bidder shall complete the works by the intended completion date specified in the Contract data.
- 1.6. Throughout these bidding documents, the terms " bid and tender" EMD and Bid Security and their derivatives (bidder / tenderer, bidding / tendering, etc.) are synonymous.
- 1.7. In case the tender for composite work includes in addition to main work / building work all other ancillary works such as sanitary and water supply installations, drainage installation, electrical work, Firefighting installation, horticulture work, roads and paths and gate works in dams and canals etc. , the bidder apart from being a registered civil Contractor of appropriate class must associate himself with agencies of appropriate class those who is eligible to tender for sanitary and water supply drainage, electrical, Firefighting installation and horticulture works in the composite tender. Intending purchasers are not required to produce any documents viz. copy of Registration, GST Registration certificate & GSTIN etc, at the time of purchase of tender documents but will be required for verification purpose at later stage. Furnishing copy of such documents is mandatory along with the tender documents otherwise his/her bid shall be declared as non-responsive and thus liable for rejection. The L1 Bidder is required to attend the officer inviting the bid for **verification of original documents** within **five days** of opening the Price bid.
- 1.8. PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL: The Contractor/ Bidder intending to participate in the bid is required to register in the Portal with some information about the firm/Contractor. This is a onetime activity for registering in Portal. During registration, the contractor has to attach a Digital Signature Certificate (DSC) to his / her unique user ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL e-Mudra etc.
 - 1.8.1. To log on to the portal the Contractor/Bidder is required to type his/her *username* and password. *The system will again ask to select the DSC and confirm it with the password of DSC.* For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.
 - 1.8.2. The tender documents uploaded by the Tender Inviting Officer in the website **www.tendersOdisha.gov.in** will appear in the section of "Upcoming Tender" before

the due date of tender sale. Once the due date has arrived, the tender will move to "Active Tender" Section of the *homepage*. Only a small notification will be published in the newspaper specifying the work details along with mention of the specific website for details. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders. Any bidder can view or download the bid documents from the web site.

- 1.8.3. Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption.
- 1.8.4. If the software application has the provision of payment of cost of tender document through payment gateways of *authorized* bankers by directly debiting the account of the bidders, bidders will be required to avail on-line payment.
- 1.9. The bidders are to participate in the bid on-line.
- 1.10. **DELETED.**
- 1.11. In the case of any failure, malfunction, or breakdown of the electronic system used during the e-procurement process, the tender inviting officer shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control.
- 1.12. Any third party/company/person under a service contract for operation of e-procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement processes that are undertaken through the e-procurement system irrespective of who operates the system.

2. ELIGIBLE BIDDERS:

- 2.1. This Bid is open to **all** Contractors of the class mentioned in the *Invitation for Bids* registered with the State Governments and Contractors of Equivalent Grade/ Class Registered with Central Government/ MES/ Railways for execution of civil works. The Bidders are required to enclose the proof of registration from the registering authority along with the Bid subject only to the registration in the portal using his/her DSC for on-line bids.

Contractors not registered with Govt. 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 Govt. before award of the work as per prevalent registration norms of the state.

- 2.2. All bidders *shall* provide a statement that the bidder is neither associated, nor has been associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Engineer-in-Charge to provide consulting services for the preparation or supervision of the works, and any of its affiliates shall not be eligible to bid.
- 2.3. If the bidder has a relative employed as an Officer in the rank of an Assistant Engineer/Under Secretary and above in the Government of Odisha in the concerned Department, he shall inform the same in **Schedule-I** of the bid document mentioning the exact details in a covering letter along with the tender, failing which his bid will not be considered. Also if the fact of relationship subsequently comes to light, his contract will be rescinded. The bid security or the performance security will be forfeited and he shall be liable to make good any loss or damage resulting from such cancellation. In case the bidder has no relationship with any of the officers mentioned above he shall have to furnish with his bid an undertaking to that effect.
- 2.4. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the concerned Department. Any breach of this condition by the contractor would render him liable for penal action for suppression of facts.
- 2.5. No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of Odisha is allowed to work for contractor for a period of two years after his retirement from Government service, without prior permission of the Government of Odisha in writing. Such a contract is liable to be

cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of Odisha as aforesaid before submission of the tender for engagement in the contractor's service.

3. QUALIFICATION CRITERIA:

- 3.1. For submission of Bids through the E-Procurement Portal, the bidder shall up-load the scanned copy/copies of documents listed under clause 3.2 in prescribed format wherever warranted in support of eligibility criteria and qualification information. **The L-1 bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal within 5 days of opening of price bid.** The Bids from Joint ventures are not acceptable.
- 3.2. The bid shall include following information and documents.
- (a) Copy of valid contractor's registration certificate, PAN card, GST Registration certificate & GSTIN should accompany the technical bid.
 - (b) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory.
 - (c) Copy of sub-contract agreement with eligible Registered Electrical Contractors having valid L.T. / H.T. license (Associated with the sub-contractor).
 - (d) Details of work under progress as per tender documents.
- 3.3. **DELETED**
- 3.4. *The Bidders are subject to be disqualified if they have:*
- a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
 - b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
 - c. Participated in the previous bidding for the same work and had quoted unreasonable prices and could not furnish rational justification to the Engineer-in-Charge.
 - d. Indulged in unlawful & corrupt means in obtaining bids.
 - e. Been black listed/their registrations by the competent authority.

4. ONE BID PER BIDDER:

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

5. COST OF BIDDING:

- 5.1. The bidder shall bear all costs associated with the preparation and submission of his bid, and the Engineer-in-Charge will in no case be responsible and liable for those costs.
- 5.2. All the rates and prices in the bid shall cover all taxes, GST Registration certificate & GSTIN, ferry, tollage charges and royalties and any other charges except GST.
- 5.3. The rate of royalties and taxes prevailing on the date of measurement shall be considered while making deductions in the bills.
- 5.4. The successful bidder shall make his own arrangement for all materials unless otherwise specified in the conditions of contract.

6. SITE VISIT:

- 6.1. Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A Bidder shall be deemed to have full knowledge of the site whether he inspects it or

not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The Bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of work.

- 6.2. The bidder, in preparing the bid, shall rely on site Investigation Reports referred to in the Contract Data, supplemented by any information available to the bidder.
- 6.3. The Officer inviting the bid / Engineer-in-Charge will clarify queries on the Contract Data on requisition by the intending Bidder. The bidder may ask question in the e-procurement portal using his DSC; provided the questions are raised before the date mentioned in the home page under critical dates.

B. BIDDING DOCUMENTS

7. GENERAL INSTRUCTIONS:

- 7.1. The description of the work is as mentioned under Invitation for Bid.
- 7.2. The bids uploaded by the Tender Inviting Officer may consist of general arrangements drawings or typical sections of the project. Bidder may down load these drawings and take out the print for detail study. Any other drawings and documents pertaining to the works available with the officer inviting the Bid as well as in the office of the Executive Engineer as mentioned in the contract data will be open for inspection during working hours on all working days by the bidders. The bidder is required to down-load all the documents including the drawings for preparation of his bid. It is not necessary on the part of the Bidder to up-load the drawings other Bid documents (after signing) while up-loading his bid. He is required to up load documents related to his qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred to all the drawings and documents uploaded by the Officer Inviting the Bids. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid document by the Officer Inviting the Bids will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.
- 7.3. The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, and technical specifications, bill of quantities, forms, Annexes and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk.

8. CLARIFICATION OF BIDDING DOCUMENTS:

- 8.1. Bid documents consisting of drawings, plans, specifications, the schedule of quantities of the various items of work to be done and the set of terms & conditions of contract to be complied with by the contractor who intends to bid and other necessary Documents can be seen in the office of the officer inviting the Bid during office hours every day except on Sundays & Public Holidays till last date of sale of tender paper.
- 8.2. **No paper copy of the bid shall be sold.**
- 8.3. The Contract Data to bid shall be filled and completed in the office of Officer inviting bid before issue of bid documents. If the documents are issued to the intending bidder without having been so filled in & completed, he shall request the officer inviting the bid to have this done before he completes and delivers his bid.
- 8.4. **The bidder can seek clarification on the bids** which he received earlier than 15 days prior to the deadline for submission of bids. The Employer's response will be forwarded through the e-mail ID of the enquirer.

9. AMENDMENT OF BIDDING DOCUMENTS:

- 9.1. Before **the** deadline for submission of bids, the officer inviting the Bid may modify the bidding documents by issuing addenda.
- 9.2. Any **addendum** thus issued shall be part of the bidding documents and shall be notified in the website **www.tendersOdisha.gov.in** / notice board and through paper publication.
- 9.3. To give **prospective** bidders reasonable time in which to take an addendum into account in preparing their bids, the Officer inviting the Bid if also happens to be the Engineer-in-Charge with the permission of the higher authority may, at his discretion, extend as necessary the dead line for submission of bids.

C. PREPARATION OF BIDS

10. LANGUAGE OF THE BID:

- 10.1. All documents relating to the Bid shall be in the English / Hindi / Oriya language. Bids submitted in any other language shall be summarily rejected.

11. DOCUMENTS COMPRISING THE BID:

- 11.1. Following documents will be deemed to be part of the bid even if not submitted with the bid.
 - (i) Invitation for Bids (IFB)
 - (ii) Instructions to bidders (ITB)
 - (iii) Conditions of Contract
 - (iv) Contract Data
 - (v) Specifications
 - (vi) Drawings
- 11.2. All the volumes/documents shall be provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and up load the scanned documents in Portable Document Format to the portal in the designated locations of Technical Bid. He will fill up the percentage rate in the BOQ down loaded for the work in designated Cell and up-load the same in designated locations of Financial Bid. Submission of document shall be effected by using DSC of appropriate class.
 - A. **Cost of “Bid document” & “Bid Security”** shall be remitted online using e-procurement Gateway.
 - B. **“Technical Bid”** shall comprise.
 - (i) Declaration under the Official Secret Act, 1923
 - (ii) Qualification Information and supporting documents,
 - (iii) Certificates, undertakings, affidavits,
 - C. **“Financial Bid”** shall comprise.
 - (i) Priced Bill of Quantities

12. PROPOSAL BY THE BIDDER:

- 12.1. **In the E-Procurement Portal**, an intelligent Bill of Quantity in Microsoft Excel format shall be made available to the bidder.
- 12.2. For **Item rate** tenders, the bidder shall fill in rates in figures and should not leave any cell blank. The line item total in words and the total amount shall be calculated by the system and shall be visible to the bidder.
- 12.3. In case of **percentage rate** tender, the bidder will only fill in the designated cell and activate “less” or “excess” to indicate how much his price offer is excess or less (**Up to two decimal Place**) than the estimated amount.
- 12.4. The **bidder** shall bid for the whole works as described in the Bill of Quantities.
- 12.5. Bidders **shall** submit offers that fully comply with the requirements of the bidding documents, Including the Conditions of Contract, basic technical design as indicated in the drawing and

specification. **Conditional offer or alternative offers will not be considered** in the process of bid evaluation.

- 12.6. All duties, taxes, excluding GST including Building and other Construction Workers Welfare Cess @ 1% payable by the contractor under the contract, or for any other cause shall be included in the rates, prices submitted by the bidder. Taxes on material in respect of this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same except GST payable for works contract.
- 12.7. In the case of any bid where unit rate of any item/items appear unrealistic, such bid will be considered as unbalanced and in case the bidder is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.
- 12.8. Bidders while quoting their offers shall consider the following as regards price adjustment towards **Cement, Steel & Bitumen** and escalation of **all components** of work **as per Sub-Clause 31 of Condition of P-1 Contract**.
- 12.9. **Deleted.**
- 12.10. **Deleted.**
- 12.11. **Deleted.**
- 12.12. **Deleted**
- 12.13. The contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices stated in the Bill of Quantities, all of which shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, plant & services or of contingencies for which there is a **Provisional** Sum) and all matters and things necessary for the proper execution and completion of the work and the remedying of any defects therein.
- 12.14. The **contractor shall** conform in all respects, by giving all notices and paying all fees, with the provisions of:
- i) Any national or State Statute, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution and completion of the works and remedying of any defects therein, and
 - ii) The rules and regulations of all public bodies and companies whose property rights are affected or may be affected in any way by the works.
- 12.15. **FOR COMPOSITE BIDS: DELETED.**
- 13. CURRENCIES OF BID AND PAYMENT:**
- 13.1. The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.
- 14. VALIDITY:**
- 14.1. Bids shall remain valid for a period not less than **90 days** or the period mentioned in the Contract Data, after the deadline date for submission of bid as specified in the notice inviting the Bids. A Bid valid for a shorter period shall be rejected by the Engineer-in-charge as non-responsive.
- 14.2. In exceptional circumstances, prior to expiry of the original time limit, the Officer inviting the Bid may request the bidders to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable or by e-mail.
- 14.3. **DELETED.**
- 15. BID SECURITY:**
- 15.1. The Bidder shall remit a bid security for the amount mentioned under Contract Data.
- The successful lowest bidder will produce the original of all scanned documents for verification within 5 days of opening of the tender (Price Bid). 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 three years and will be blacklisted by the competent authority. In such a situation, successful L-2 bidder will**

be required to produce his original documents for consideration of his/her tender at the negotiated rate equal to L-1 bidder.

15.1.1. **DELETED**

15.1.2. **DELETED.**

15.1.3. **DELETED**

- 15.2. The Bid shall be declared non-responsive and shall be rejected if submitted without an acceptable Bid Security and not secured as indicated in Sub-Clauses 15.1.
- 15.3. Combined bid security for more than one work is not acceptable.
- 15.4. In the case of Government Undertakings, Co-operatives Societies, Diploma or Degree holders in Engineering who are registered with the Government of Odisha, the rules framed by government from time to time about Cost of Bid documents, Bid security, performance security will apply.
- 15.5. The bid Security of unsuccessful bidders will be returned within 28 days of the end of the validity period specified in Sub-Clause 14.1.
- 15.6. The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security and Additional Performance security if any
- 15.7. The Bid Security may be forfeited
 - 15.7.1. If the bidder withdraws the bid after opening of the bid but within the period of validity.
 - 15.7.2. If the Bidder seeks any revision of rates or backs out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bids.
 - 15.7.3. **DELETED.**
 - 15.7.4. In the case of a successful bidder, if the bidder fails within the specified time limit to
 - 15.7.4.1. Sign the Agreement; or
 - 15.7.4.2. Furnish the required Performance Security including additional performance security if any.

16. FORMAT AND SIGNING OF BID:

- 16.1. The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience within the final date and time of submission. The bidder shall only submit single copy of the required documents and Price Bid in the portal. In the Financial bid, the bidder cannot leave any figure blank. He has to only write the figures, the words will be self-generated. The Bidders are advised to up-load the completed Bid document well ahead of the last date & time of receipt to avoid any last moment problem of power failures etc.
- 16.2. 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.
- 16.3. The bidder shall log on to the portal with his DSC and move to the desired tender for uploading the documents in appropriate place one by one simultaneously checking the documents. Once the Bidder makes sure that all the documents have been up-loaded in appropriate place, he clicks the submit button to submit the bid to the portal.
 - 16.3.1. Tender cannot be pre-opened and cannot be submitted after due date and time. Therefore, only after satisfying that all the documents have been uploaded, the Bidder should activate submit button.
 - 16.3.2. In the e-procurement process, each process is time stamped. The system can identify each individual who has entered into the portal for any bid and the time of entering into the portal.
 - 16.3.3. The Bidder should ensure clarity of the document up-loaded by him to the portal, especially the scanned documents by taking out sample printing. Non-submission of legible documents may render the bid non-responsive. However, the Officer inviting

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the Bids if so desires, **can ask for legible copies for clarification within a stipulated period of 7 days**, provided such document in no way alters the Bidder's price bid. **If the Bidder fails to submit Such documents with in the stipulated date, his bid shall be evaluated on it's own merit.**

D. SUBMISSION OF BIDS

17. SECURITY OF BID SUBMISSION:

- 17.1. All bid data uploaded by the Bidder to the portal will be encrypted by the DSC of the opener(s). The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender.
- 17.2. The Bid shall be received in encrypted format by the system which can only be decrypted / opened by the authorized openers only on or after the due date and time.

18. DEADLINE FOR SUBMISSION OF THE BIDS :

- 18.1. The online bidding will remain active till the last date and time of the bid submission. Once the date and time (Server date and time) is over, the bidder will not be able to submit the bid. The date & time of bid submission shall remain unaltered even if the specified date for the submission of bids declared a holiday for the Officer inviting the Bid.
- 18.2. The officer inviting the bid may extend the deadline for submission of bids by issuing an amendment in accordance with Sub-Clause 9.3, in which case all rights and obligations of the officer inviting the bid & Engineer-in-Charge and the bidders previously subject to the original deadline will then be subject to the new deadline.

19. LATE BIDS :

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

20. MODIFICATION AND WITHDRAWAL OF BIDS :

- 20.1. In the E-Procurement Portal, it is allowed to modify the bid any number of times before the final date and time of submission. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure. If the bidder fails to submit his modified bids within the designated time of receipt, the bid already in the system shall be taken for evaluation.
- 20.2. In the E-Procurement Portal, with-drawl of bid is allowed. But in such case he has to write a letter with appropriate reasons for his withdrawal addressed to the Officer inviting the bid and up load the scanned document to portal in the respective bid before the closure of receipt of the bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.

E. OPENING AND EVALUATION

21. OPENING OF THE BID:

- 21.1. Bid opening dates are specified during tender creation or can be extended vide corrigendum. These dates are available in IFB , tender document as well as the home page of portal. Bid opening can be done by the authorized users which are defined during the tender publication / approval stage. The bids are encrypted using there public keys and can be decrypted only on or after the Bid Opening due date. The bid openers private key will be required to open the bids and all the openers have to log on to the portal during that time.
 - 21.1.1. The bidders who participated in the on line bidding can witness opening of the bid from any system logging on to the portal with the DSC away from opening place. Contractors are not required to be present during the bid opening at the opening location if they so desire.
 - 21.1.2. Each activity is date and time stamped with **user** details. For time stamping, server time is taken as the reference.

- 21.2. In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid/Engineer-in-Charge, the bids will be opened at the appointed time on the **next working day**.
- 21.3. In case bids are invited for more than one package, the order for opening of the "Bid" shall be that in which they appear in the "Invitation for Bid".
- 21.4. The Bid openers; who have been pre-defined shall log on to the portal with their respective DSC. Unless all the Officers who have been declared as Opening officers, log on the portal with their DSC the Tender cannot be opened.
- 21.4.1. **After receipt of confirmation of the bid security**, the bidder will be asked in writing to clarify his technical bid, if necessary.
- 21.4.2. The bidders will respond in **not more than 7 days** of issue of the clarification letter, which will also indicate the date, time and venue of opening of the Financial Bid.
- 21.4.3. Immediately on receipt of these clarifications, the Evaluating Officers; predefined in the system for the bid, will finalize the list of responsive bidders. They will log on to the site with their DSC and record their comments on the Technical evaluation page in the system. The Officer Inviting the Bid if also the accepting authority, shall log on to the system with his digital signature and check the technical evaluation. He can either accept or pass on to the evaluating officers for re-evaluation. Upon acceptance of technical evaluation by the Accepting authority in the system, the system shall automatically generate letter to all the responsive bidders and the system shall forward the letter to all the responsive bidder that their technical bid has been evaluated responsive with respect to the data/information furnished by him and the letter shall also intimate him the date & time of opening of financial bid. The system shall also inform the non-responsive bidders in their email ID that their bid has been found non-responsive.
- 21.5. The Technical evaluation of all the bids will be taken up as per the information furnished by the Bidders. **If any of the information/ statements/documents/certificates furnished by the bidder is found to be false/fabricated/bogus, his EMD/Bid Security shall stand forfeited and his registration in the portal shall be blocked and the bidder is liable to be blacklisted.**
- 21.6. After **technical** evaluation of the bidders and selection of the qualified bidders, the financial bids of the technically qualified bidders shall be opened on the due date of opening. Members of the bid opening committee log on to the system in sequence and open the financial bids for the technically qualified bidders. The opening of financial bid by the opening officer using their DSC shall decrypt the financial bids.
- 21.6.1. Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information asked for in the bid pursuant to Clause-3.
- 21.6.2. The Officer inviting Bid shall ensure that all the Bidders are individually intimated about the date, time & venue of opening of the financial bid along with the responsiveness of the Technical Bid.
- 21.6.3. The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorized representative who wish to be present.
- 21.6.4. At the time of opening of "Financial Bid", the names of the bidders whose bids were found responsive in accordance with Sub-Clause 24.1 will be announced. The bids of only those bidders will be opened. The remaining bids will be rejected.
- 21.6.5. The responsive bidders' names, the bid prices, the item wise rates the total amount of each item, any discounts and withdrawals, and such other details as the officer inviting the tender may consider appropriate, will be announced by him or his authorized representatives at the opening.
- 21.6.6. Special conditions and/or rebate/discount offer if any uploaded to the system shall be declared and recorded first.
- 21.6.7. The Financial bid of the bidders shall be opened one by one by the designated officers. **The system shall auto-generate the Comparative statement.**

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

22. PROCESS TO BE CONFIDENTIAL:

22.1. Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the officer inviting the bid, processing of bids or award decisions may result in the rejection of his bid.

23. CLARIFICATION OF BIDS:

23.1. To assist in the examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask any bidder for clarification of his rates including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable or by e-mail, but no change in the bid price or substance of the bid shall be sought, offered.

23.2. Subject to sub-clause 23.1, no bidder shall contact the officer inviting the bid on any matter relating to his bid from the time of the opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the officer inviting the bid, it should do so in writing.

24. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

24.1. During the detailed evaluation of "Technical Bids", the officer inviting the bid will determine whether each bid:-

24.1.1. Whether the Bid security is confirmed by issuing institution/bank.

24.1.2. Has submitted legible documents for evaluation

24.1.3. Meets the eligibility criteria defined in *Clause 3* and;

24.1.4. Is substantially responsive to the requirements of the bidding documents.

24.2. During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings.

24.3. A substantially responsive "Financial Bids" is one, which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one

24.3.1. Which affects in any substantial way the scope, quality, or performance of the works?

24.3.2. Which limits in any substantial way, inconsistent with the bidding documents, the right of the officer inviting the bid or the bidder's obligations under the contract or

24.3.3. Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

24.4. If a "Financial Bid" is not substantially responsive, it will be rejected by the officer inviting the bid, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

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

25. EVALUATION OF BIDS: DELETED

25.1. If the officer **inviting** the Bid in his opinion judges that the price quoted by the lowest qualified bidder is high or a special condition imposed by the bidder is to be withdrawn, the bidder shall be invited for negotiation by the officer inviting the Bid or by an officer authorised by him in writing. **Negotiations** of financial bid with **only the lowest bidder** shall be carried out, if necessary. Negotiation of bid will be carried out by manual way.

25.2. **DELETED.**

25.3. **DELETED**

F. AWARD OF CONTRACT

26. AWARD CRITERIA:

- 26.1. The officer inviting the bid will award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated price.
- 26.2. On acceptance of the tender, the Contractor shall name in writing his accredited representative(s) who would be responsible for taking instructions from the Engineer-in-Charge.
- 26.3. Competent Authority on behalf of Governor of Odisha reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
- 26.4. The successful bidder registered under other State Government / MES / Railways / CPWD in equivalent rank has to register under state PWD before signing of the agreement.

27. OPTIONS IF THE BIDDER BACKS OUT FROM BIDDING PROCESS :

- 27.1. In case the 1st lowest Bidder or even the next lowest Bidder withdraw in series one by one, thereby facilitating a particular Bidder for award, then they shall be penalized with adequate disincentives with forfeiture of EMD/Bid Security unless adequate justification for such back out is furnished. Appropriate action for blacklisting the bidder shall also be taken apart from dis-incentivising the bidder.
- 27.2. The bidding process shall be deemed to be complete till the date of issue of letter of acceptance. If the bidder fails to sign the agreement within the stipulated period mentioned under clause 29.2, his bid security shall stand forfeited.

28. RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS :

- 28.1. The competent authority on behalf of the Governor of Odisha does not bind him to accept the lowest or any other tender and reserves to him the authority to reject any or all the tenders received without assigning any reason.
- 28.2. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.

29. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

- 29.1. In the E-Procurement Portal, the system shall generate the template of award letter and the Officer Inviting the Bid shall mention the amount of Performance Security and additional security required to be furnished in the letter and intimate the bidders in his e-mail ID. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.
- 29.2. The bidder shall within 15 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 Engineer-in-Charge 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.

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).

- 29.2.1. Following documents shall form part of the agreement.

- 29.2.1.1. 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 &

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documents leading thereto & required amount of performance security including additional performance security as per sub clause 29.2 hereof.

29.2.1.2. Standard Bid Document P.W.D. Form **P-1**

- 29.3. The letter to proceed with the work shall be issued by Engineer-in-charge 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.
 - 29.4. On acceptance of the composite bids by the competent authority the letter of award will be issued by the Engineer-in-Charge of the major component of the work on behalf of the Governor of Odisha.
 - 29.5. Upon signing of the agreement by the successful bidder, the Engineer-in-Charge will promptly notify the other bidders that their bids have been unsuccessful.
- 30. CORRUPT OR FRAUDULENT PRACTICES:**
- 30.1. The Engineer-in-Charge will reject a proposal for award if he determines that the bidder recommended for award has been engaged in corrupt or fraudulent practices in competing for the contract in question. He will report to the Officer Inviting Bid / next higher authority.
 - 30.2. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

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GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES

File No. HM-6/2015(P1) No. 01 AWR, Bhubaneswar dated 01/01/2019

From

Shri Pradeep Kumar Jena, IAS
Principal Secretary to Government

To

The Engineer-in-Chief, Water Resources/
The Engineer-in-Chief, Planning & Design/
All Chief Engineer & Basin Managers/
All Chief Engineers/
All Chief Construction Engineers,
The Chief Engineer, Minor Irrigation/
The Managing Director, Odisha Lift Irrigation Corporation Ltd./
The Managing Director, Odisha Construction Corporation Ltd./
The Project director, Upper Indravati Hydro Electric Project/
The Director, Ground Water Development/

Subj: Guidelines for fixation Pre-qualification Criteria for Tenders (Excluding External Aided Projects).

Sir,

In suppression of this Department Letter No.25643 dated 3-11-2016 and No.2497 dated 4-2-2017 and in accordance with provision under Clause-3.5.9 of OPWD Code, Vol-I, the pre-qualification criteria for Bidders executing works of different nature and value are prescribed as follows:-

1. Double cover system :

Double cover system of tendering should be resorted to for works value above 50 lakh rupees. The two covers would contain the following:-

1st Cover (Technical) :

Tender cost, EMD, GSTN, PAN, Contractor's RC, Affidavit, Undertaking declaring no relationship with Department officials and any other document as per SBD/DTCN (in pdf format).

2nd Cover (Financial) :

Bill of Quantities (BOQ) (in xls format), Additional Performance Security, if applicable (in pdf format), special conditions in conformity with DTCN, if any (in pdf format).

2. Classification of works :

The nature and type of works executed under Department of Water Resources are divided into following two categories.

Category 1 :

For specialized nature of works like Dam/Barrage/spillway/Tunnel/Head Regulator of Dam and Barrage.

Category 2

All other works excluding category-1 such as Excavation of canals, Canal Lining, Syphon, Aqueduct, Bridges, Modernisation/Renovation of Canals including all structures etc.

3 Eligibility Criteria for Bidders

(A) Tender for works value above Rs. 50.00 lakh and up to Rs. 7.00 Cr.

Irrespective of nature of work either Category -1 or Category - 2 as above shall have no qualifying criteria, except tender cost, EMD, valid RC, GSTIN and PAN No., Affidavit, Undertaking regarding no relationship certificate, which are mandatory.

(B) Tender for works value above Rs. 7.00 cr. and up to Rs. 20.00 Cr.

Work value costing above Rs. 7.00 Cr. and up to Rs. 20.00 Cr., both category-1 and Category - 2 shall have 3 (three) Qualifying criteria i.e. Bid capacity, Satisfactory completion of similar major items of works (quantity turn over) and Combined evaluation, if applicable.

(C) Tender for work value above Rs. 20.00 Cr.

- For works in category - 1: Satisfactory completion of similar work, Annual Turn-over, Satisfactory completion of similar major items of works (quantity turnover), Availability of Plant and Machineries, Credit facility, Bid capacity and Combined evaluation, if applicable.
- For works in Category-2: Annual Turnover, Satisfactory completion of similar major items of works, Availability of Plant & Machineries, Credit facility, Bid capacity, Combined evaluation, if applicable.

4. Satisfactory completion of similar work:-

Satisfactorily completed (not less than 80% of the original contract value) as a prime contractor of at least one similar work of value not less than Rs. _____ (The amount mentioned here should be 40% of proposed contract value) at FY _____ (FY of invitation of tender) price level in last five years (5 years prior to the FY of invitation of tender & including current FY) i.e. from FY _____ to FY _____ (Self attested copy of certificate of authenticity is to be enclosed from the concerned Executive Engineer / competent officer in charge of execution. The detailed correspondence address/ Fax number of the authority issuing certificate shall be furnished). Weightage of 10% per year shall be given on cost of satisfactorily completed works of previous years to bring them to the current price level. Failure to submit proof in support will result in non-consideration of the tender.

Similar work means:

- For execution of Earth Dam: The bidder should have executed Earth Dam/Dyke.
- For execution of Concrete Dam/Masonry Dam/Barrage/Spillway: The Bidder should have executed Concrete/ Masonry Dam/ Barrage/ Spillway.
- For execution of Tunnel work: The bidder should have executed Tunnel works.

- Head Regulator/ Bridges/Cross Drainage Works: The bidder should have executed Dam/ Barrage/Head Regulator/Bridges/ Weirs/ Aqueduct / Drainage Syphon/ Super passage/ under tunnel/ Surplus escape.
- Earth work in Canal. The bidder should have executed Earth Work in Canal/ Road/Dam/ Dyke.
- Cement Concrete Lining & structures : Plain and Re-inforced Concrete works in Dam/Barrage / Spillway/ Weirs/ Regulator/Escape/Bridges/ Structures/Canal lining are similar works.
- Stone work: Dam riprap, Packing, Spur, Launching apron, Armory stone dumping/stone gabions are similar work.

5. Annual Turnover:-

To qualify for award of the contract, each bidder in its name should have in the last five years (from FY..... to FY*) achieved minimum annual turnover (in all classes of Civil Engineering construction works only) of Rs. _____ at FY _____ (FY of Invitation of tender) price level in any one financial year (one and half times of the estimated annualized cost of tender) (Attested copy of certificate of authenticity is to be enclosed from the appropriate authority). Weightage of 10% per year shall be given on financial turnover of previous years to bring them to current price level.

* Prior to the FY of invitation of tender.

Example: If the estimated value put to tender is Rs 6.00 crore and period of execution is fifteen (15) months, then the financial turnover should be 7.2 crore i.e. Rs. (6.00 crore/15) x 12 x 1.5 = Rs. 7.20 crore.

6. Satisfactory completion of similar major items of work:-

The bidder should have executed minimum quantities** of Important & critical items of work like Concrete (both plain and RCC), Earth work in both Excavation and Embankment, masonry and other major items etc.. This quantity should be 40% of the estimated annual quantity of execution.

Example: If estimated quantity = 1000 Cum; completion period is 8 months, then qualifying quantity = $0.4 \times 1000 \times (12 \text{ months}/8 \text{ months})$

** (i) This is sum total of similar items in all the works executed in one financial year.

(i) These items might have been executed in different years separately, in last 5 years including the FY of invitation of tender.

The bidder should submit self-attested copy of certificate of authenticity in the enclosed bidding document from the concerned Executive Engineer/Competent Officer in-charge of execution regarding

execution of major items of works during the last 5 years. Last 5 years means: 5 years prior to the financial year of invitation of tender and current financial year.

7. Availability of Plant & Machinery:-

The bidder should produce documentary evidence regarding availability of key plant and machineries and equipments in working condition required for execution of the work (either owned in his name or obtain on hire purchase scheme or by hiring from the reputed firms/ contractors' firms). If the machineries are to be procured for specific period for completion of the work on lease / rental basis, then a copy of MoU/Affidavit must be attached. The Engineer In-charge of the project/work shall prepare list of construction equipment required for execution of the work based on the estimated quantity of important and critical work items/time of completion, considering the mode of execution of different items of work. The contractor should attach an affidavit that the plant and machineries / equipments are free and will be available during execution of work.

N.B – Chief Engineer will decide the requirement of plants & machineries, equipments necessary for the work.

8. Credit facilities :-

The firm must possess credit facilities of not less than twenty percent (20%) of the amount put to tender and furnish the credentials from any scheduled commercial bank along with the bid against the specific work by mentioning the name of work and tender identification number in prescribed proforma as given below.

BANK CERTIFICATE

This is to certify that M/s. is a reputed company with a good financial standing.

If the contract for the work, namely "[insert name of the work]" is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. (In words) to meet their working capital requirements for executing the above work.

Signature & Seal of Bank Manager
Name & Address of Bank

9. Combined Evaluation:-

If the bid has been invited in a common tender call notice for a number of works, the order of opening of the bids shall be that in which they appear in the 'Invitation for Bids'. Further, the bidder(s) must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts for value above 7.00 cr.

10. Sub-Contractor's experience:-

Experience Certificates issued by the Executive Engineer to State PSUs and Experience Certificates issued by State PSUs to their Sub-Contractor, shall be taken into consideration, while examining qualifying criteria. The Experience Certificate issued by the State PSUs must carry the counter signature of the concerned Engineer in-charge not below the rank of Executive Engineer. In that case, both the original State PSU and the authorized Sub-Contractor will be treated at par as prime contractor.

11. Bid Capacity:-

Applicants will be qualified only if their available bid capacity at the time of bidding is more than the total estimated cost of the work. The available bid capacity will be calculated as under:

Assessed Available Bid Capacity = $(A \times N \times 2 - B)$, where

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

B= Value at 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).

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

Note: In case of a joint venture if permissible as per DTGN, the available bid capacity will be applied for each partner to the extent of his proposed participation in the execution of the works. In case the extent of participation is not mentioned, the proposed participation in the execution of the work shall be considered as equal for all the partners.

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

All the Division Offices, Circle Offices and the Office of the Chief Engineers & Engineer-in-Chiefs under Department of Water Resources shall follow the guideline scrupulously without any deviation.

This shall take effect from the date of issue of this circular.

This shall supersede all the pre-qualification criteria guidelines issued by DoWR.

Yours faithfully,


Principal Secretary to Govt.

Government of Odisha

Works Department

Office Memorandum

File No.-075569000012016 - 11774 /W, dated, 3-8-17

Sub: - Amendment to Codal / Contractual provisions.

Government after careful consideration have been pleased to make amendment to Rule-14.3 (ii) (a), 14.3 (ii) (b), 14.3 (v), 15.5.2, 15.6, 15.6.1, 15.6.2, 15.6.3, 15.6.6, 16.1, 23.3.1 & 24.3 of Appendix-IX (A) of OPWD Code, Volume-II by modification as follows.

(I)- Rule- 14.3 (ii) (a) in Appendix-IX (A) of OPWD Code, Volume -II

"Tender Cost, EMD, VAT, PAN, Contractor RC" under the column "Document Description" shall be modified as "GSTIN, PAN, Contractor RC".

(II)- Rule-14.3 (ii) (b) in Appendix-IX (A) of OPWD Code, Volume -II

"Tender Cost, EMD, VAT, PAN, Contractor RC" under the column "Document Description" shall be modified as "GSTIN, PAN, Contractor RC".

(III)- Rule- 14.3 (v) in Appendix-IX (A) of OPWD Code, Volume -II

The statement "The Procurement Officer Administrator should mention the cost of tender paper and EMD amount as laid down in DTCN/SBD" shall be modified as "The Procurement Officer Administrator should mention the cost of tender paper and EMD amount to be paid online as per Works Department Office Memorandum No 6785/W dt.09.05.2017 and as laid down in DTCN/SBD (DTCN/SBD is to be modified accordingly)".

The Bidder shall also have to furnish as part of its Bid, the Additional Performance Security (if any) online as per the Works Department Office Memorandum No 5288/W dt.04.05.2016.

(IV)- Rule- 15.5.2 in Appendix-IX (A) of OPWD Code, Volume -II

The statement "He shall prepare all documents including cost of Bid Document, Bid Security, Declaration form, price bid etc. and store in the system" shall be modified as "He shall prepare all documents including Declaration Form, Price Bid etc. and store in the system".

(Cont -2)

Signature

(V)- Rule- 15.6 in Appendix-IX (A) of OPWD Code, Volume -II

(a) The Rule- 15.6.1 shall be replaced as "The Bidder shall transfer the Tender Paper cost online as part of its Bid, as mentioned under DTCN/SBD through a process mentioned in Works Department Office Memorandum No.6785/W dt.09.05.2017".

(b) The Rule- 15.6.2 shall be replaced as "Also, the Bidder shall transfer the EMD/Bid Security online as part of its Bid, as mentioned under DTCN/SBD through a process mentioned in Works Department Office Memorandum No.6785/W dt.09.05.2017".

The Bidder shall also have to furnish as part of its Bid, the Additional Performance Security (if any) as mentioned in the DTCN/SBD and as per the Para-3.5.5 (V) of Note-II of OPWD Code, Vol-I modified by Works Department Office Memorandum No.5288/W dt.04.05.2016, which is to be paid online through a process mentioned in Works Department Office Memorandum No.6785/W dt.09.05.2017.

(c) Rule- 15.6.3 shall be deleted.

(d) Rule- 15.6.6 shall be deleted.

(VI)- Rule- 16.1 in Appendix-IX (A) of OPWD Code, Volume -II

The statement "The Technical bid generally consists 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 " shall be modified as "The Technical bid generally consists of GSTIN, PAN, Registration Certificate, Affidavits, Profit Loss statement, joint venture agreement, List of similar nature of works, work in hand, list of machineries and any other information required by OIT ".

(VII)- Rule- 23.3.1 in Appendix-IX (A) of OPWD Code, Volume -II

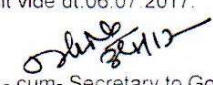
The statement "Fails to furnish original Technical / Financial (Tender Paper Cost, EMD / Bid Security) instruments before the designated Officer within the stipulated date and time" shall be modified as "Fails to furnish original Technical Documents before the designated Officer within the stipulated date and time".

(Cont.-3)

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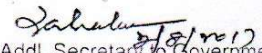
(VIII)- Rule- 24.3 in Appendix-IX (A) of OPWD Code, Volume -II The statement "The minimum period of blocking of Portal Registration shall in no case be less than 90 days" shall be modifies as "The minimum period of blocking of Portal Registration shall in no case be less than 180 days".

1. This shall take effect from the date of issue of this Office Memorandum.
2. Accordingly, relevant existing codal / contractual provision exist vide Office Memorandum No.7885/W dt 23.7.2013 of Works Department stands modified with effect from the date of issue of this Office Memorandum.
3. This has been concurred in by the Finance Department vide dt.06.07.2017.


EIC - cum- Secretary to Government

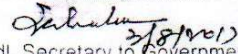
Memo No. 11775 /W, dated,

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


FA - cum- Addl. Secretary to Government

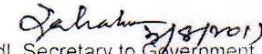
Memo No. 11776 /W, dated,

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


FA - cum- Addl. Secretary to Government

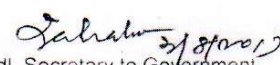
Memo No. 11777 /W, dated,

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


FA - cum- Addl. Secretary to Government

Memo No. 11778 /W, dated,

Copy forwarded to EIC (Civil), Odisha / All Chief Engineers, Odisha / All Superintending Engineers / All Executive Engineers (under Works Department) for information and wide circulation among subordinate offices.


FA - cum- Addl. Secretary to Government

(Cont.-4)

GOVERNMENT OF ODISHA
WORKS DEPARTMENT

OFFICE MEMORANDUM

File No.07556900012016- 17254 /W, dated, 5.12.17

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

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



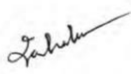
-1-

4. Banking arrangement:

- a) Designated Banks (SBI/ICICI Bank/HDFC Bank) payment gateway are being integrated with e-Procurement portal of Government of Odisha (<https://tendersodisha.gov.in>)
- b) The Designated Banks participating in **Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids** will nominate a Focal Point Branch called e-FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.

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

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



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

6. Settlement of Cost of Tender Paper:

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

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

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

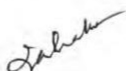
8. Forfeiture of EMD :

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

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

9. Role of the Banks:

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

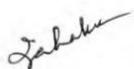


10. Role of State Procurement Cell:

- a) Communicate requirements of Government departments/ State PSUs/ Autonomous Bodies/ ULBs online payment requirements to National Informatics Centre / the authorised Banks for mapping/ customization.
- b) In every working day, the State Procurement Cell shall generate MIS from the e-Procurement portal to ascertain the tender paper cost received in the e-Tendering process separately bank-wise for the Government Department and the PSUs/ULBs. The SPC shall generate bank-wise separate online challans from the Odisha Treasury portal and make the remittance through over the counter facility or NEFT/RTGS (as and when this functionality is available in Treasury portal) and issue instruction to the bank for remittance of the receipt to the State Government account.
- c) The State Procurement Cell shall be responsible for providing challan details and MIS in respect of the remittance towards tender paper cost to the Tender inviting authorities for their record.
- d) State Procurement Cell shall monitor the progress of e-Tendering by different Government Departments / State PSUs/ Autonomous Bodies / ULBs through MIS. State Procurement Cell shall monitor and send monthly progress reports to the Government.
- e) The e-Procurement system will generate a consolidated refund & settlement XML file as an end of the day activity.
- f) e-procurement system will provide a web service for Payment Gateway (PG) provider to pull the encrypted refund and settlement details in XML file against a day.
- g) Similarly, Payment Gateway (PG) provider will provide a web service to pull the refund and settlement status against a day.
- h) e-procurement system will update the status accordingly for reconciliation report.

11. Role of National Informatics Centre :

- a) Customize e-Procurement software and web-pages of Government of Odisha (<https://tendersodisha.gov.in>) to enable the provision for electronic payment.
- b) The NIC, Odisha will modify / rectify the errors in electronic data relating to the Chart of Account.
- c) NIC will provide an interface to organisations to download the electronic receipt data.
- d) Enable automatic generation of daily XML files from e-Procurement system and ensure delivery of the same to the authorised Banks for enabling automatic refund/settlement of funds.



-5-

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

12. Role of Cyber Treasury :

- a) The cost of the tender paper deposited by the SPC using the Odisha Treasury Portal which will be accounted for by the Cyber Treasury and it shall submit the accounts to A.G. (O) as per the established process.
- b) The Cyber Treasury will provide MIS as required to the SPC for the purpose of accounting and reconciliation of the electronic remittances made to the State Government account.

13. Redressal of Public grievances :

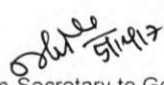
- a) The State Procurement Cell, Odisha, National Informatics Centre, Odisha and the e-FPB will have an effective procedure for dealing with, public complaint for e-Receipt related matters. In case, any mistake is detected by any of the stakeholders in reporting of receipt of tender paper cost and EMD,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

14. Applicability and modification of existing rules / orders:

The modalities prescribed in this Office Memorandum for downloading of tender paper, submission and rejection of bid, acceptance of Bids as well as refund and forfeiture of earnest deposit will be applicable for electronic submission of bids through e-procurement portal. Existing provisions regulating cost of Tender Paper and Earnest Money Deposit in OPWD Code and OGFR would stand modified to the extent prescribed in this Office Memorandum.

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

1. This shall take effect from the date of issue of this Office Memorandum.
2. Accordingly, relevant existing codal / contractual provision exist vide Office Memorandum No.6785/W dt.09.05.2017 of Works Department stands modified to the above extent.
3. This has been concurred in by the Finance Department vide their UOR No.-39-WF-I dt.09.11.2017.


E.I.C-cum-Secretary to Government
(P.T.O.)

ANNEXURE-I

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

	Cost of Tender Paper	Earnest Money Deposit on submission of bids
Government Departments	I. The <i>payment</i> towards the cost of Tender Paper, in case of Government Departments, shall be collected in separate pooling accounts opened in Focal Point Branch called e-FPB of respective designated banks [as stated in Para 2] at Bhubaneswar on T+1 day. II. With reference to the Notice Inviting Tender/ Bid Identification Number, the amount so realised is to be remitted to Government Account under the Head of Account 0075-Misc. General Services-800-Other Receipts -0097-Misc. Receipts-02237-Cost of Tender Paper through Odisha Treasury Portal after opening of the bid.	I. In case of tenders of Government Departments, amount towards Earnest Money Deposit on submission of bids shall be collected in a pooling account opened for this purpose at Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar, and the banks will remit the amount to respective bidder's account within two working days on receipt of instruction from TIA through refund and settlement of e-procurement system. II. In case of forfeiture of Earnest Money Deposit on submission of bids, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority within two working days of receipt of instruction from TIA.
State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies	I. In case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc. the amount towards Cost of Tender Paper on submission of bids shall be collected in separate pooling accounts opened in Focal Point Branch called	I. Amount towards EMD on submission of bids shall be collected in a separate pooling account of Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's

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

Signature

Government of Odisha
Works Department

OFFICE MEMORANDUM

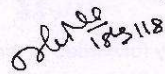
File No.07556900222018- 14459 W, dated, 20-09-2018

Sub:- Amendment to Para-3.5.5(v) of the OPWD Code, Volume-I.

After careful consideration Government have been pleased to make amendment to Para-3.5.5(v) of the Odisha Public Works Department Code, Volume-I with the following modification.

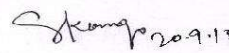
"Additional Performance Security shall be obtained from the bidder when the bid amount is less than estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price/rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security (APS) in shape of Term Deposit Receipt pledged in favour of Divisional Officer/Bank Guarantee in favour of the Divisional Officer from any Nationalized/Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar within seven days of issue of Letter of Acceptance (LoA) by the Divisional Officer (by e-mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the Earnest Money Deposit/Bid Security shall be forfeited. Further, proceeding for blacklisting shall be initiated against the bidder."

1. This shall take effect from the date of issue of this Office Memorandum.
2. The codal provision exists in Works Department Office Memorandum No.14299/W dt.03.10.2017 stand, partially modified to the above extent with effect from the date of issue of this Office Memorandum.
3. This has been concurred in by the Finance Department vide their U.O.R. No.1530-ACSF Dt.21.08.2018.


EIC - cum- Secretary to Government

Memo No. 14460 W, dated, 20-09-2018

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


FA - cum- Addl. Secretary to Government

(P.T.O.)

GOVERNMENT OF ODISHA
WORKS DEPARTMENT

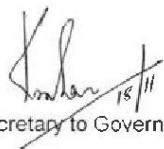
OFFICE MEMORANDUM

File No. -07556900242019- 15847 W, dt. 19-11-19

Sub:- Codal / contractual provisions regarding Price Adjustment in works contract.

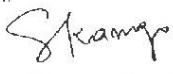
Codal / contractual provisions regarding Price Adjustment in works contract was under active consideration of Government. After careful consideration, Government have been pleased to make the codal/ contractual provisions regarding Price Adjustment clause due to increase or decrease in rate and price of labour, materials, fuels & lubricants and plant & machineries spare component to be incorporated in DTCN / condition of Contract as per Annexure-"A".

- 1- This Office Memorandum shall be a part of the relevant clauses of DTCN and Agreement and shall take effect from the date of issue.
- 2- This has been concurred in by Finance Department vide their File No. FIN-WF1-MISC-0031-2019 (OSWAS) dt.23.10.2019 and Law Department vide their UOR No.2218/L dt.29.10.2019.


Commissioner - cum- Secretary to Government

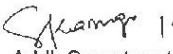
Memo No. 15848 W, dated, 19-11-19

Copy with copy of enclosure forwarded to Principal Secretary to Hon'ble Chief Minister, Odisha for information and necessary action.


FA - cum- Addl. Secretary to Government

Memo No. 15849 W, dated, 19-11-19

Copy with copy of enclosure forwarded to P. S. to Hon'ble Minister, Works, Odisha / P. S. to Hon'ble Minister, Finance, Odisha for information and necessary action.


FA - cum- Addl. Secretary to Government

(P.T.O)

ANNEXURE-A

Clause 31 :- Price Adjustment

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

- (a) The price adjustment shall apply for the work done from the start date given in the contract data up to end of the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.
- (b) The price adjustment shall be determined during each month from the formula given in following Paras
- (c) Following expressions and meanings are assigned to the work done during each month:

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

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

The formula (e) for adjustment of prices are:

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

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

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

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

M_0 = The all India wholesale price index (all commodities) on 28 days preceding the date of opening of Bids, as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

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

P_m = Percentage of local material component (other than cement, steel, bitumen and POL) of the work.


12.11.19

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

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

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

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

C_0 = The all India wholesale price index for Ordinary Portland Cement (OPC) on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

C_1 = The all India wholesale price index for Ordinary Portland Cement (OPC) for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

P_c = Percentage of Cement Component of the work

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

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

$$V_s = 0.85 \times P_s / 100 \times R \times (S_1 - S_0) / S_0$$

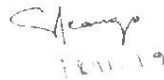
V_s = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for steel

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

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

P_s = Percentage of steel component of the work

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



31(a)(iv): Adjustment of Bitumen Component

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

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

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

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

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

P_b = Percentage of bitumen component of the work

31(a)(v): Adjustment towards differential cost of Pipes.

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

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

V_{pi} = Differential cost of pipe i.e. amount of increase or decrease in rupees to be paid or recovered during the month under consideration.

P_{pi} = Percentage of pipe component of the work

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

P_{i0} = All India Whole sale price index of pipe on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce and Industry, Government of India, New Delhi.


18.11.19

31(b): Adjustment of Labour Component

Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:

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

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

L_0 = The minimum wages for unskilled labour as Notified by Government of Odisha as prevailed on the last stipulated date of receipt of tender including extension, if any.

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

P_1 = Percentage of labour component of the work.

31(c): Adjustment of POL(fuel and lubricant) Component

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

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

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

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

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

P_f = Percentage of fuel and lubricants component of the work

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

S. K. Singh
18.11.19

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

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

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

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

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

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

P_p - Percentage of plant and machinery spares component of the work

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

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

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

S. K. Singh
18.11.19

31(e): APPLICATION OF ESCALATION CLAUSE:

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

Percentage Table

Sl No.	Category of works		% Component (cost wise)		
			Labour (P _l)	POL (P _l)	Steel (P _s) + Cement (P _c) + Bitumen (P _b) + Pipes (P _{pl}) + Plant & Machinery Spare & Component (P _p) + Other Materials*
1	R&B works (% of component)	Road Works	5	5	90
		Bridge works	5	5	90
		Building works	5	5	90
2	Irrigation works (% of component)	Structural work	5	5	90
		Earth, Canal & Embankment work	5	5	90
3	P.H. Work	Structural work	5	5	90
		Pipeline Work	5	5	Pipe- 70% *Machinery + Other material -20%
		Sewer Line	5	5	Pipe- 70% *Machinery + Other material -20%

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

S. K. Singh
14.11.19

**Appendix to Bid
Schedule of Adjustment Data**

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

Cl. No-31 of F2/ P1 Contracts Sl. No	Index description	Source of index	Base value*	Base Date*	Weightage of Item**
31 (a)(i)	Other Materials	All India Whole sale price index (all commodities) as published by the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			
31 (a)(ii)	Cement	Whole sale price index for Cement (Ordinary Portland Cement) as published by the office the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			
31 (a)(iii)	Steel	Whole sale price index for Steel (Mild Steel-Long Products) as published by the office of the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			
31 (a)(iv)	Bitumen (VG-30)	Official retail price of bulk bitumen at the nearest IOC/ HPCL depot			
31 (a)(v)	Pipes	Whole sale price index for the type of Pipe under consideration, as published by the office the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			
31 (b)	Labour	Minimum Wage notified by the Labour and Employee's State Insurance Department of Government of Odisha, India			5%
31 (c)	POL	Official retail price of HSD at nearest IOCL/ HPCL/ BPCL Consumer pump depot.			5%
31 (d)	Plant and Machinery	Whole sale price index for Manufacture of Machinery for Mining, Quarrying and Construction as published by the office the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			
			Total		100%

* Values to be filled up at the time of drawl of contract

**Values to be filled up in the bid document.


18-11-19

State Procurement Cell
Works Department, Government of Odisha
Nirman Soudha, Bhubaneswar-751001

Registration of Contractors in the Online Contractor Database Management
System (CDMS)

PUBLIC NOTICE

Government of Odisha has mandated online registration of all categories of contractors in CDMS portal (www.cdmsodisha.gov.in), vide O.M.No. 12934 dt. 23.08.2018 of Works department. In response to the same many contractors have already registered in CDMS portal including submission of hard copies of documents to their respective registering authorities for validation.

In the meantime nearly two years have been passed but many contractors have not yet registered themselves in the CDMS portal till date. Now Works Department has issued a letter vide Letter No. 9100 dt. 17.07.2020 where in it is instructed for registering all categories of contractors in CDMS portal within dt.31.12.2020 as per the codal provision vide clause no. 12.4 of Appendix IX(A) of O.P.W.D code, Vol.(II). Hence all Class of Contractors are requested to register themselves in CDMS portal positively by dt. 31.12.2020 failing which, the contractors shall not be able to participate in the tender process.

All the Tender Inviting Authorities are requested to include the codal Provision as per clause no.12.4 of Appendix IX (A) of O.P.W.D code in the Detailed Tender Call Notice (DTCN) while inviting tenders. They are also requested not to accept any tender at their level after dt.31.12.2020 if not registered under CDMS portal.

Contravention to the Codal Provision as stated above by the Tender Inviting Authorities will attract for initiation of disciplinary action against the defaulting officers.

THIS IS URGENT

For any clarification in this matter please contact CDMS HELPDESK No. 0674-2972998 / Mobil no. 9439797840 State Procurement Cell, Odisha, Bhubaneswar.

(Sd/- Er Prabhat Kumar Pal)
Chief Engineer-cum-Chief Manager (Tech)
State Procurement Cell, Odisha

2/9/22

14-12-20

Office of the Engineer-in-Chief,
Water Resources, Odisha, Bhubaneswar.

No. Proc-T.C- 04/2021

15926

/Dated:

17/06/2021



From,

Er. Subrat Das,
Chief Engineer, M & E.

To

All Chief Engineer & Basin Managers/
Chief Engineers/ Chief Construction Engineers,
Department of Water Resources,
Govt. of Odisha.

Sub: Submission of certificates with regarding to Price Adjustment in Works Contract.

Ref: Works Department O.M.No-8189/W dated 07.06.2021.

Sir,

With reference to the letter on the subject cited above, you are requested to submit the certificates on the following as per Works Department O.M.No-8189/W dated 07.06.2021 while submitting the proposals for Price Adjustment for works.

- i) Certificate regarding the claim of cost escalation over the actual work done.
- ii) Certificate that the delay is not due to the actions of the contractor.
- iii) Certificate that there are no administrative delays resulting in cost escalation.

You are also requested to furnish the above certificates for the proposals on Price Escalation submitted earlier as soon as possible.

- This is for information and necessary action.

Yours faithfully,

Ofo/hs
Chief Engineer & Basin Manager,
R. V. N. Basin, Bhubaneswar.

Phy
Chief Engineer, M & E

WG-11 9/07

Mem. no 4464 dt. 30.06.21

for op

*Copy forwarded to Adl. Adm. CE3 / All EE3 / Estt. Div.
Breach the inf. and n.c.*

30/6
To Chief Engineer & Basin Manager,
R.V.N. Basin, Bhubaneswar, (Go.)

GOVERNMENT OF ODISHA
WORKS DEPARTMENT

OFFICE MEMORANDUM

No.07556900242019- 8189 /W., dated 7.6.21

Sub:- Codal /Contractual provisions regarding Price Adjustment in Works Contract.

Codal / Contractual provisions regarding Price Adjustment in Works Contract was under active consideration of Government for some time past. After careful consideration, Government was pleased to make the codal /contractual provisions regarding Price Adjustment Clause due to increase or decrease in rate and price of Labour, Materials, Fuels & Lubricants and Plant and Machineries, Spare Components vide Works Department Office Memorandum No.15847/W dated 19.11.2019, which was effective from the date of issue of the said Office Memorandum.

2. Now, in continuation of this, Government have been pleased to order that the Price Adjustment clause due to increase or decrease in rate and price of Labour, Materials, Fuels & Lubricants and Plant and Machineries, Spare Components issued vide Works Department O.M. No.15847/W dated 19.11.2019 will be effective for the period retrospectively from 07.07.2012 to 18.11.2019 subject to the following stipulations;

- i. Administrative Department will have complete proof (including documentary proof) for cost escalation in terms of actual work done.
- ii. A certificate has to be signed by competent authority, if delay is not due to the actions of contractor concerned.
- iii. If there are avoidable administrative delays, responsibility has to be fixed on Government Servants concerned for cost escalation and a consolidated Action Taken Report in this matter be submitted to Finance Department.

3. This has been concurred in by Finance Department vide their OSWAS File No. FIN-WF1-MISC-0031-2019.

By Order of Governor


(Dr. Krishan Kumar) 7/6

Commissioner-cum-Secretary to Govt.

GOVERNMENT OF ODISHA
WORKS DEPARTMENT

File No. 07554600032022-1499/W., dated. 01.02.2023

OFFICE MEMORANDUM

Sub:- Amendment to Para-3.5.19 (a) (b) of the OPWD Code, Volume-I.

After careful consideration, Government have been pleased to make amendment to Para-3.5.19 (a) (b) of the Odisha Public Works Department Code, Volume-I with the following modification.

“Security for the due fulfilment of a contract should invariably be taken. The security may be taken in shape of N.S.C./ Post Office Savings Bank Account/ Post Office Time Deposit Account/ Kisan Vikas Patra/ Bank Guarantee in favour of the Divisional Officer from any Nationalized Scheduled Bank in India counter guaranteed by its local Branch at Bhubaneswar/ e-Bank Guarantee executed on the National e-Governance Services Limited (NeSL) Digital Document Execution Portal towards E.M.D/initial Security Deposit/ any other security deposit from the contractor or supplier.”

1. This shall take effect from the date of issue of this Office Memorandum.
2. This has been concurred in by Finance Department vide their OSWAS File No. FIN-WF1-MISC-0033-2022.

By order of the Governor

(Vir Vikram Yadav, IAS)
Principal Secretary to Government

Memo No. 1500/W., Dated, 01.02.2023

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

FA-cum-Additional Secretary to Government

Memo No. 1501/W., Dated, 01.02.2023

Copy forwarded to OSD to Chief Secretary, Odisha / Sr. Private Secretary to Development Commissioner-cum-Additional Chief Secretary to Govt. / Sr. Private Secretary to Principal Secretary to Govt., Finance Department for kind information of Chief Secretary / Development Commissioner-cum-Additional Chief Secretary/ Principal Secretary, Finance Department.

FA-cum-Additional Secretary to Government

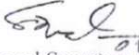
Memo No. 1502 /W., Dated, 01.02.2023

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


01/02/2023
FA-cum-Additional Secretary to Government

Memo No. 1503 /W., Dated, 01.02.2023

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


01/02/2023
FA-cum-Additional Secretary to Government

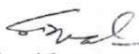
Memo No. 1504 /W., Dated, 01.02.2023

Copy forwarded to EIC (Civil), Odisha / EIC, Water Resources, Odisha / EIC (Rural Works), Odisha / All Chief Engineers, under the Administrative Control of Works Department, R.D. Department, Water Resources Department and H&UD Department / All CCEs (under Works Department) / All Superintending Engineers (under Works Department) / All Executive Engineers (under Works Department) for information.


01/02/2023
FA-cum-Additional Secretary to Government

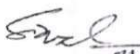
Memo No. 1505 /W., Dated, 01.02.2023

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


01/02/2023
FA-cum-Additional Secretary to Government

Memo No. 1506 /W., Dated, 01.02.2023

Copy along with soft copy forwarded to Gazette Cell, Commerce & Transport (Commerce) Department, Bhubaneswar with a request to publish Notification in extra ordinary issue Gazette and supply 10 (Ten) copies to this Department for official use.


01/02/2023
FA-cum-Additional Secretary to Government

Memo No. 1507 /W., Dated, 01.02.2023

Copy forwarded to Accounts-I Section / Accounts-II Section / Road Section / Plan Section / Building Section / Budget Section / NHs Section / FC & AA Section / EAP Section for information and necessary action.


01/02/2023
FA-cum-Additional Secretary to Government

Government of Odisha
Works Department

OFFICE MEMORANDUM

File No.07556900142018- 12934 W, dated, 23-08-2018

Sub:- Insertion of Provision of Contractor Data Base Management System (CDMS) in Appendix-IX (A) of the Odisha Public Works Department Code, Volume-II .

After careful consideration Government have been pleased to insert the provision of Contractor Database Management System (CDMS) in OPWD Code to bring all contractors into one Database for smooth functioning of e-Procurement system.

The provision shall be newly inserted as Para-12.4 below Para-12 in Appendix-IX(A) of OPWD Code Volume-II as follows:-

"Registration in the Contractors Data Base Management System(CDMS) available at www.cdmsodisha.gov.in by all Contractors is mandatory."

1. This shall take effect from the date of issue of this Office Memorandum.
2. This has been concurred in by the Finance Department vide their U.O.R. No.969-PSF Dt.16.05.2018.

Sd/- 21.8.18
EIC - cum- Secretary to Government

Memo No. 12935 W, dated, 23-08-2018
Copy forwarded to P. S. to Hon'ble Minister, Works, Odisha for information and necessary action.

Sd/- 21.8.18
FA - cum- Addl. Secretary to Government

Memo No. 12936 W, dated, 23-08-2018
Copy forwarded to OSD to Chief Secretary, Odisha / Sr. P.S. to Development Commissioner-cum-Additional Chief Secretary, Odisha / Sr. P.S. to Principal Secretary, Finance Deptt. for information and necessary action.

Sd/- 21.8.18
FA - cum- Addl. Secretary to Government

Memo No. 12937 W, dated, 23-08-2018
Copy forwarded to the Principal Accountant General (A&E), Odisha, Bhubaneswar / Principal Accountant General (E & S R Audit), Odisha, Puri Branch, Puri for information and necessary action.

Sd/- 21.8.18
FA - cum- Addl. Secretary to Government

(Contd....P-2)

o/c

Memo No. 12938

W, dated, 23-08-2018

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

S. K. Singh 21.8.18
FA - cum- Addl. Secretary to Government

Memo No. 12939

W, dated, 23-08-2018

Copy forwarded to EIC (Civil), Odisha / All Chief Engineers, Odisha / All Superintending Engineers / All Executive Engineers (All under Works Department) for information and wide circulation among subordinate offices.

S. K. Singh 21.8.18
FA - cum- Addl. Secretary to Government

Memo No. 12940

W, dated, 23-08-2018

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

S. K. Singh 21.8.18
FA - cum- Addl. Secretary to Government

Memo No. 12941

W, dated, 23-08-2018

Copy forwarded to the Director, Printing, Stationary & Publication, Odisha, Cuttack by e-mail (deputydirectorpp@rediffmail.com) for publication of this Office Memorandum in the next issue of Odisha Gazette and supply 20 (Twenty) copies to this Department for official use.

S. K. Singh 21.8.18
FA - cum- Addl. Secretary to Government

Memo No. 12942

W, dated, 23-08-2018

Copy forwarded to A/C-I Section / A/C-II Section / Road Section / Plan Section / Building Section / Budget Section / N.Hs. Section / FC & AA Section / PPP Cell / EAP Cell, Works Department for information and necessary action.

S. K. Singh 21.8.18
FA - cum- Addl. Secretary to Government

OFFICE MEMORANDUM

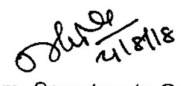
File No.07556900142018- 12925 NW, dated, 23-08-2018

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

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

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

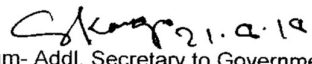
1. This shall take effect from the date of issue of this Office Memorandum.
2. This has been concurred in by the Finance Department vide their U.O.R. No.969-PSF Dt.16.05.2018.


EIC - cum- Secretary to Government

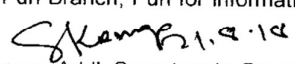
Memo No. 12926 NW, dated, 23-08-2018
Copy forwarded to P. S. to Hon'ble Minister, Works, Odisha for information and necessary action.


FA - cum- Addl. Secretary to Government

Memo No. 12927 NW, dated, 23-08-2018
Copy forwarded to OSD to Chief Secretary, Odisha / Sr. P.S. to Development Commissioner-cum-Additional Chief Secretary, Odisha / Sr. P.S. to Principal Secretary, Finance Deptt. for information and necessary action.

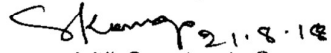

FA - cum- Addl. Secretary to Government

Memo No. 12928 NW, dated, 23-08-2018
Copy forwarded to the Principal Accountant General (A&E), Odisha, Bhubaneswar / Principal Accountant General (E & S R Audit), Odisha, Puri Branch, Puri for information and necessary action.

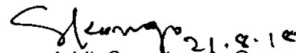

FA - cum- Addl. Secretary to Government
(P.T.O.)

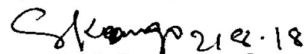
o/c

Memo No. 12929 W, dated, 23-08-2018
Copy forwarded to All Departments / Managing Director, OB & CC Ltd., Bhubaneswar / Managing Director, OCC Ltd., Bhubaneswar for information and necessary action.

 21.8.18
FA - cum- Addl. Secretary to Government
Memo No. 12930 W, dated, 23-08-2018
Copy forwarded to EIC (Civil), Odisha / All Chief Engineers, Odisha / All Superintending Engineers / All Executive Engineers (All under Works Department) for information and wide circulation among subordinate offices.

 21.8.18
FA - cum- Addl. Secretary to Government
Memo No. 12931 W, dated, 23-08-2018
Copy forwarded to OSWAS Control Room with a request to upload it in the web-site of Works Department.

 21.8.18
FA - cum- Addl. Secretary to Government
Memo No. 12932 W, dated, 23-08-2018
Copy forwarded to the Director, Printing, Stationary & Publication, Odisha, Cuttack by e-mail (deputydirectorpp@redifmail.com) for publication of this Office Memorandum in the next issue of Odisha Gazette and supply 20 (Twenty) copies to this Department for official use.

 21.8.18
FA - cum- Addl. Secretary to Government
Memo No. 12933 W, dated, 23-08-2018
Copy forwarded to A/C-I Section / A/C-II Section / Road Section / Plan Section / Building Section / Budget Section / N.Hs. Section / FC & AA Section / PPP Cell / EAP Cell, Works Department for information and necessary action.

 21.8.18
FA - cum- Addl. Secretary to Government



Government of Odisha
Works Department

OFFICE MEMORANDUM

File No.07556900222018- 14468/W, dated, 20-09-2018

Sub: Amendment to Para-3.5.19(a)(b) of the OPWD Code, Volume-I.

After careful consideration Government have been pleased to make amendment to Para-3.5.19(a)(b) of the Odisha Public Works Department Code, Volume-I with the following modification.

“Security for the due fulfillment of a contract should invariably be taken. The security may be taken in shape of N.S.C./Post Office Savings Bank Account/Post Office Time Deposit Account/ Kissan Vikas Patra/ Bank Guarantee in favour of the Divisional Officer from any Nationalized/ Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar towards E.M.D/initial security deposit /any other security deposit from the contractor or supplier”.

1. This shall take effect from the date of issue of this Office Memorandum.
2. This has been concurred in by the Finance Department vide their U.O.R. No.1530-ACSF Dt.21.08.2018.

32.09.
22.09.

Memo No. 14469 /W, dated, 20-09-2018

EIC - cum- Secretary to Government

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

Memo No. 14470 /W, dated, 20-09-2018

FA - cum- Addl. Secretary to Government

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

Memo No. 14471 /W, dated, 20-09-2018

FA - cum- Addl. Secretary to Government

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

FA - cum- Addl. Secretary to Government

(P.T.O.)

ACED/249
To P1- circulate
24/9
Self
Commence
24/9

Memo No. 14472 W, dated, 20-09-2018

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

S. K. Singh 20.9.18
FA - cum- Addl. Secretary to Government

Memo No. 14473 W, dated, 20-09-2018

Copy forwarded to EIC (Civil), Odisha / All Chief Engineers, Odisha / All Superintending Engineers / All Executive Engineers (All under Works Department) for information and wide circulation among subordinate offices.

S. K. Singh 20.9.18
FA - cum- Addl. Secretary to Government

CE - Road.

Memo No. 14474 W, dated, 20-09-2018

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

S. K. Singh 20.9.18
FA - cum- Addl. Secretary to Government

Memo No. 14475 W, dated, 20-09-2018

Copy forwarded to the Director, Printing, Stationary & Publication, Odisha, Cuttack by e-mail (deputydirectorpp@rediffmail.com) for publication of this Office Memorandum in the next issue of Odisha Gazette and supply 20 (Twenty) copies to this Department for official use.

S. K. Singh 20.9.18.
FA - cum- Addl. Secretary to Government

Memo No. 14476 W, dated, 20-09-2018

Copy forwarded to A/C-I Section / A/C-II Section / Road Section / Plan Section / Building Section / Budget Section / N.Hs. Section / FC & AA Section / PPP Cell / EAP Cell, Works Department for information and necessary action.

S. K. Singh 20.9.18
FA - cum- Addl. Secretary to Government

OFFICE OF THE E.I.C (CIVIL), ODISHA
44247 dt 11.10.18
Memo no

CTI MISC - 34/4 (P.A.)

Copy forwarded to all SES/ES of CR&M wing for information & n/a

11/10/2018
ACEP



Government of Odisha
Works Department

161

OFFICE MEMORANDUM

File No. 07556900222018-14459 W, dated, 20-09-2018

Sub:- Amendment to Para-3.5.5(v) of the OPWD Code, Volume-I.

After careful consideration Government have been pleased to make amendment to Para-3.5.5(v) of the Odisha Public Works Department Code, Volume-I with the following modification.

"Additional Performance Security shall be obtained from the bidder when the bid amount is less than estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price/rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security (APS) in shape of Term Deposit Receipt pledged in favour of Divisional Officer/Bank Guarantee in favour of the Divisional Officer from any Nationalized/Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar within seven days of issue of Letter of Acceptance (LoA) by the Divisional Officer (by e-mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the Earnest Money Deposit/Bid Security shall be forfeited. Further, proceeding for blacklisting shall be initiated against the bidder."

1. This shall take effect from the date of issue of this Office Memorandum.
2. The codal provision exist~~s~~ in Works Department Office Memorandum No.14299/W dt.03.10.2017 stand~~s~~ partially modified to the above extent with effect from the date of issue of this Office Memorandum.
3. This has been concurred in by the Finance Department vide their U.O.R. No.1530-ACSF Dt.21.08.2018.

3
22.09

Sd/- 18/9/18
EIC - cum- Secretary to Government

Memo No. 14460 W, dated, 20-09-2018

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

Sd/- 20.9.18
FA - cum- Addl. Secretary to Government

(P.T.O.)

ACB R
To P. S. to Hon'ble Minister
24/9
Sd/-
Concurd all sep
24/9

Memo No. 14461 W, dated, 20-09-2018

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

S. Kumar 20.9.18
FA - cum- Addl. Secretary to Government

Memo No. 14462 W, dated, 20-09-2018

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

S. Kumar 20.9.18
FA - cum- Addl. Secretary to Government

Memo No. 14463 W, dated, 20-09-2018

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

S. Kumar 20.9.18
FA - cum- Addl. Secretary to Government

Memo No. 14464 W, dated, 20-09-2018

Copy forwarded to EIC (Civil), Odisha / All Chief Engineers, Odisha / All Superintending Engineers / All Executive Engineers (All under Works Department) for information and wide circulation among subordinate offices.

S. Kumar 20.9.18
FA - cum- Addl. Secretary to Government

CG-DR-12
Memo No. 14465 W, dated, 20-09-2018

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

S. Kumar 20.9.18
FA - cum- Addl. Secretary to Government

Memo No. 14466 W, dated, 20-09-2018

Copy forwarded to the Director, Printing, Stationary & Publication, Odisha, Cuttack by e-mail (deputydirectorpp@rediffmail.com) for publication of this Office Memorandum in the next issue of Odisha Gazette and supply 20 (Twenty) copies to this Department for official use.

S. Kumar 20.9.18
FA - cum- Addl. Secretary to Government

Memo No. 14467 W, dated, 20-09-2018

Copy forwarded to A/C-I Section / A/C-II Section / Road Section / Plan Section / Building Section / Budget Section / N.Hs. Section / FC & AA Section / PPP Cell / EAP Cell, Works Department for information and necessary action.

S. Kumar 20.9.18
FA - cum- Addl. Secretary to Government

OFFICE OF THE E.S.C. (Civil) Odisha

Memo No. 14249 dt. 11.10.18
(E.Misc 34/40+11)

Copy forwarded to all SEB/SEs of CRSM wing for information
+ n/a

S. Kumar 11/10/18
ACE (R)

OFFICE MEMORANDUM

File No.07556900142018 (Pt.) - 18138 W, dated, 5-12-18

Sub:- Amendment of Codal/Contractual Provision.

After careful consideration Government have been pleased to decide to collect Earnest Money Deposit (EMD) @1% uniformly from the bidders while participating in tenders and to delete the provision for furnishing of additional EMD/Bid Security @1%, in case, the contractor proposes to engage machineries and equipments as asked for in the tender document, owned or hired but deployed outside the State, as contained in Clause-XV of Works Department Office Memorandum No.22348/W dated, 19.11.2005.

1. The other conditions prevailing in Works Department O.M.No.22348/W dtd.19.11.2005 remain unaltered.
2. This shall take effect from the date of issue of this Office Memorandum.
3. This has been concurred in by the Finance Department vide their U.O.R. No.1559 /ACSF dt.30.08.2018.

Memo No. 18139 W, dated, 5-12-18
EIC - cum- Secretary to Government
Copy forwarded to P. S. to Hon'ble Minister, Works, Odisha for information and necessary action.

Memo No. 18140 W, dated, 5-12-18
FA - cum- Addl. Secretary to Government
Copy forwarded to OSD to Chief Secretary, Odisha / Sr. P.S. to Development Commissioner-cum-Additional Chief Secretary, Odisha / Sr. P.S. to Additional Chief Secretary, Finance Department for information and necessary action.

Memo No. 18141 W, dated, 5-12-18
FA - cum- Addl. Secretary to Government
Copy forwarded to the Principal Accountant General (A&E), Odisha, Bhubaneswar / Principal Accountant General (E & S R Audit), Odisha, Puri Branch, Puri for information and necessary action.

FA - cum- Addl. Secretary to Government

(P.T.O.)

GOVERNMENT OF ODISHA

WORKS DEPARTMENT

OFFICE MEMORANDUM

No. 07764600022025 632 /W., Bhubaneswar Dt. 9.1.26

Sub- Clarification on Works Department Office Memorandum No.173 dt 03.01.2026 regarding Amendment of Codal and Contractual Provisions.

The following clarifications are issued on Works Department Office Memorandum No. 173 dated . 03.01.2026

1. The phrase " *to abolish the extant provisions of threshold negative bid caps (14.99%) introduced*" in the first para of the Works Department OM No. 173 dated. 03.01.2026 may be read as " *to abolish the extant provisions of threshold negative bid caps of 15 % introduced vide Works Department OM No. 12366/W dt. 08.11.2013 and amended vide Works Department OM No. 1437 dt, 31.01.2023*"
2. If more than one bid is quoted (decimal up to two numbers will be taken for all practical purposes), either at the estimated cost put to tender or less than the estimated cost put to tender, the tender accepting Authority will finalize the tender through a transparent lottery system, where all the concerned bidders/their authorized representatives, the concerned SE/EE of the concerned Division and Divisional Accounts Officer (DAO) will remain present.
3. If the rate quoted by the SC and ST Category Contractors comes to the rate quoted by the L1 bidder(decimal up to two numbers will be taken for all practical purposes) after availing 10% price preference as per Para 2 of Works Department Resolution No. 27748 dated. 11.10.1977, the tender shall be finalized by the tender accepting authority through a transparent lottery system along with other categories of contractors.
4. As regards the bidding process in which the tender has been floated before the issue of Works Department Office Memorandum No.173 dt 03.01.2026, the bid shall be finalized as per the earlier provisions in Appendix-IX, Clause 36 of OPWD Code Volume-II.
5. This has been concurred in by the Finance Department in File No **FIN-WF1-MISC-0102-2025**

By order of the Governor



Principal Secretary to Government

FIN-WF1-MISC-0102-2025/1/2026

Memo No. 633 /W, dated 9.1.26

Copy along with soft copy forwarded to Gazette Cell, Commerce and Transport (Commerce) Department, Bhubaneswar, for information and necessary action.

They are requested to publish the Office Memorandum in the extraordinary issue of the Gazette and supply 20 (twenty) copies to this Department.

Dec
09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 634 /W., Dt. 9.1.26

Copy forwarded to the P.S. to the Hon'ble Chief Minister, Odisha for the kind information of the Hon'ble Chief Minister.

Dec
09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 635 /W., Dt. 9.1.26

Copy forwarded to the P.S. to the Hon'ble Minister, Law, Works, Excise, Odisha for the kind information of the Hon'ble Minister.

Dec
09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 636 /W., Dt. 9.1.26

Copy forwarded to the OSD to the Chief Secretary, Odisha, for the kind information of the Chief Secretary, Odisha.

Dec
09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 637 /W., Dt. 9.1.26

Copy forwarded to Sr. P.S. to the DC-cum-ACS, Odisha, for the kind information of the DC-cum-ACS, Odisha.

Dec
09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 638 /W., Dt. 9.1.26

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

Memo No. 639 /W., Dt. 9.1.26

EIC-cum-Special Secretary to Government

Copy forwarded to P.S. to the Principal Secretary to Govt., Finance Department/ H & UD Department/ Works Department for the kind information of the Principal Secretary, Finance Department/ H & UD Department/ Works Department respectively.

EIC-cum-Special Secretary to Government

Memo No. 640 /W., Dt. 9.1.26

Copy forwarded to P.S. to the Commissioner-cum-Secretary to Govt., RD Department/ PR&DW Department for the kind information of the Commissioner-cum-Secretary, RD Department/ PR&DW Department respectively.

EIC-cum-Special Secretary to Government

Memo No. 641 /W., Dt. 9.1.26

Copy forwarded to the Finance Department/ H & UD Department/ RD Department/ PR&DW Department/DoWR/ all other Departments for information and necessary action.

EIC-cum-Special Secretary to Government

Memo No. 642 /W., Dt. 9.1.26

Copy forwarded to the FA-cum-Special Secretary to Government, Works Department for kind information and necessary action.

EIC-cum-Special Secretary to Government

Memo No. 643 /W., Dt. 9.1.26

Copy forwarded to all Collectors & DMs for information and necessary action.

EIC-cum-Special Secretary to Government

Memo No. / 644 W., Dt. 2-1-26

Copy forwarded to EIC(Civil-cum-Roads), Odisha /EIC, Water Resources, Odisha/ EIC, Rural Works, Odisha/ EIC (PH), H&UD Department/ EIC (RWSS) PR&DW Department/ EIC, DPQ, Odisha/ EIC, NHs, Odisha/ EIC-cum-Managing Director, OB & CC Ltd., Bhubaneswar, Odisha/ Chief Engineer, Roads-I & II, Odisha / Chief Engineer, Buildings-I & II, Odisha / Chief Engineer, NHs, Odisha/ Chief Engineer, Bridges, Odisha / Chief Engineer, P&IP, Odisha / Chief Engineer, RD &QP, Odisha /Chief Engineer, RW-I & II, Odisha / Chief Engineer, PH (Urban), Odisha / Chief Engineer, Electricity, Odisha / Managing Director, OCC Ltd., Bhubaneswar/ all State PSUs for kind information and necessary action.

24.01.2026
EIC-cum-Special Secretary to Government

Memo No. / 645 W., Dt. 2-1-26

Copy forwarded to DDG & State Informatics Officer, National Informatics Centre, Odisha State Centre, Bhubaneswar, Email- sio-ori@nic.in for information and necessary action.

24.01.2026
EIC-cum-Special Secretary to Government

Memo No. 646 /W., Dt. 2-1-26

Copy forwarded to the Chief Executive Officer (Administrative), Odisha Computer Application Centre(OCAC), Bhubaneswar, for information and necessary action.

24.01.2026
EIC-cum-Special Secretary to Government

Memo No. 647 /W., Dt. 2-1-26

Copy forwarded to all EICs/CEs/CCEs/ SEs/ EEs of the Works Department for kind information and necessary action.

24.01.2026
EIC-cum-Special Secretary to Government

Memo No. 648 /W., Dt. 2-1-26

Copy forwarded to Roads Section/ A/C-I Section /A/C-II Section/ Plan Section / Building Section / Budget Section / N.H. Section / FC & AA Section, Works Department for information and necessary action

24.01.2026
EIC-cum-Special Secretary to Government



FIN-WF1-MISC-0102-2025/1/2026

GOVERNMENT OF ODISHA

WORKS DEPARTMENT

OFFICE MEMORANDUM

No. 07764600022025 173 /W., Bhubaneswar Dt. 03/01/20

Sub:- Amendment of Codal & Contractual Provisions.

After careful observation, Government has been pleased to abolish the extant provisions of threshold negative bid caps (14.99%) introduced in Appendix-IX, Clause 36 of OPWD Code Volume-II in the procurement of works undertaken by the Govt of Odisha and its agencies to ensure the procurement process results in a viable and successful manner with adoption of following incremental **Additional Performance Security(APS)** system:

1. Additional performance security shall be taken on an incremental basis from the selected bidder for low bid prices in the project works as under:

- I. where the bid price is below 0% but not below 10% of the project cost put to bid, no additional performance guarantee/security percentage is required.
- II. where the bid price is below 10% but not below 20% of the project cost put to bid, the additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price;
- III. where the bid price is 20% or more below of the project cost put to bid, the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price;
- IV. The additional performance guarantee percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.
- V. The additional performance security shall be treated as part of the performance security.

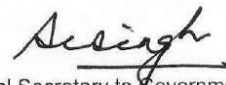
VI. Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and recommended to the competent authority of the Administrative Department for the approval of the Additional Performance Security(APS). An abnormally low bid is one in which the Bid price, in combination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

2. These amendments shall take effect from the date of issue of the O.M.

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

4. This has been concurred in by the Finance Department vide **File No. FIN-WF1-MISC-0102-2025**

By order of the Governor

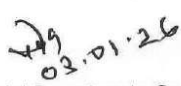


Principal Secretary to Government

Memo No. 174 /W, dated 03/01/26

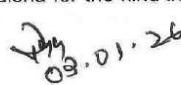
Copy along with soft copy forwarded to Gazette Cell, Commerce and Transport (Commerce) Department, Bhubaneswar, for information and necessary action.

They are requested to publish the Office Memorandum in the extraordinary issue of the Gazette and supply 20 (twenty) copies to this Department.


03.01.26
EIC-cum-Special Secretary to Government

Memo No. 175 /W., Dt. 03/01/26

Copy forwarded to the P.S. to the Hon'ble Chief Minister, Odisha for the kind information of the Hon'ble Chief Minister.


03.01.26
EIC-cum-Special Secretary to Government

Memo No. 176 /W., Dt. 03/01/26

Copy forwarded to the P.S. to the Hon'ble Minister, Law, Works, Excise, Odisha for the kind information of the Hon'ble Minister.

EIC-cum-Special Secretary to Government

Memo No. 177 /W., Dt. 03/01/26

Copy forwarded to the OSD to the Chief Secretary, Odisha, for the kind information of the Chief Secretary, Odisha.

EIC-cum-Special Secretary to Government

Memo No. 178 /W., Dt. 03/01/26

Copy forwarded to Sr. P.S. to the DC-cum-ACS, Odisha, for the kind information of the DC-cum-ACS, Odisha.

EIC-cum-Special Secretary to Government

Memo No. 179 /W., Dt. 03/01/26

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

EIC-cum-Special Secretary to Government

Memo No. 180 /W., Dt. 03/01/26

Copy forwarded to P.S. to the Principal Secretary to Govt., Finance Department/ H & UD Department for the kind information of the Principal Secretary, Finance Department/ H & UD Department respectively.

EIC-cum-Special Secretary to Government

Memo No. 181 /W., Dt. 03/01/26

Copy forwarded to P.S. to the Commissioner-cum-Secretary to Govt., RD Department/ PR&DW Department for the kind information of the Commissioner-cum-Secretary, RD Department/ PR&DW Department respectively.

EIC-cum-Special Secretary to Government

Memo No. 182 /W., Dt. 03/01/26

Copy forwarded to the Finance Department/ H & UD Department/ RD Department/ PR&DW Department/DoWR/ all other Departments for information and necessary action.

EIC-cum-Special Secretary to Government

Memo No. 183 /W., Dt. 03/01/26

Copy forwarded to the FA-cum-Special Secretary to Government, Works Department for kind information and necessary action.

Jy
03.01.26

EIC-cum-Special Secretary to Government

Memo No. 184 /W., Dt. 03/01/26

Copy forwarded to all Collectors & DMs for information and necessary action.

Jy
03.01.26

EIC-cum-Special Secretary to Government

Memo No. 185 /W., Dt. 03/01/26

Copy forwarded to EIC(Civil-cum-Roads), Odisha /EIC, Water Resources, Odisha/ EIC, Rural Works, Odisha/ EIC (PH), H&UD Department/ EIC (RWSS) PR&DW Department/ EIC, DPQ, Odisha/ EIC, NHs, Odisha/ EIC-cum-Managing Director, OB & CC Ltd., Bhubaneswar, Odisha/ Chief Engineer, Roads-I & II, Odisha / Chief Engineer, Buildings-I & II, Odisha / Chief Engineer, NHs, Odisha/ Chief Engineer, Bridges, Odisha / Chief Engineer, P&IP, Odisha / Chief Engineer, RD & QP, Odisha /Chief Engineer, RW- I & II, Odisha / Chief Engineer, PH (Urban), Odisha / Chief Engineer, Electricity, Odisha / Managing Director, OCC Ltd., Bhubaneswar/ all State PSUs for kind information and necessary action.

Jy
03.01.26

EIC-cum-Special Secretary to Government

Memo No. 186 /W., Dt. 03/01/26

Copy forwarded to all CCEs/ SEs/ EEs of the Works Department for kind information and necessary action.

Jy
03.01.26

EIC-cum-Special Secretary to Government

Memo No. 187 /W., Dt. 03/01/26

Copy forwarded to Roads Section/ A/C-I Section /A/C-II Section/ Plan Section / Building Section / Budget Section / N.H. Section / FC & AA Section, Works Department for information and necessary action

Jy
03.01.26

EIC-cum-Special Secretary to Government

CONDITION OF CONTRACT

ODISHA PUBLIC WORKS DEPARTMENT (FORM P-1) PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS GENERAL RULES & DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. The work proposed for execution by contract will be notified in a form of invitation to tender pasted through the Govt. web-site www.tendersodisha.gov.in

This notice will state the work to be carried out, the items and approximate quantities thereof as well as the date for submitting and opening tenders also the amount of earnest money to be deposited and the amount of the security deposit by the successful tenderer and the percentage if any to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the submission of tender signed for the purpose of identification by the Sub-divisional Officer/Executive Engineer shall also be open for inspection by the contractor at the office of the Sub-Divisional Officer/Executive Engineer during office hours.

2. In the event of the tender being submitted by a firm it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so.

3. Receipts for payment made on accounts of works, when executed by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.

4. The memorandum of work tendered for and the memorandum of materials to be supplied by the Public Works Departments and their issue rates shall be filled in and completed in the office of the Sub-Divisional Officer/Executive Engineer before the tender form is issued if a form is issued to an intending tender without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.

5. The amount of earnest money to be deposited will be 1% of the estimated cost.

6. Any person who submits a tender shall fill up the usual printed form stating at what rate he willing to undertake each item of the work. Incomplete tender and tender rate he willing to undertake each item of the work specified in the said form of invitation to tender or which contain any other conditions of any sort, or omit to note the time within which the work can be finished or which are not accompanied for the required earnest money will be liable to rejection. No single tender shall include more than one work but contractors who wish to tender for two or more work shall submit a separate tender for each tender. Tender shall bear the name of the work two which they refer written outside the envelope.

7. The Engineer or his duly authorized assistant will open the tenders in the presence of any intending contractors who may be present at the time and will enter the amounts of the several tenders in a comparative statement in a suitable form.

CONTRACTOR

EXECUTIVE ENGINEER

8. The Engineer shall have the right of rejecting all or any of the tenders.

9. In the event of a tender being selected for acceptance the Engineer who opened the tenders will, if he is competent to accept the tender, inform the tenderer of the selected tender who shall there upon sign copies of the specification and other documents with the tender. The tenders to the selected tender shall also deposited the required amount of the security money within the prescribed time. If the tenderer fails to deposit the required amount of the security money within the prescribed time the Engineer may reject the tender.

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

10. When a tender is selected for acceptance, the tenderer shall deposit the required amount of the security money in cash in any treasury and shall forward the Challan to the Executive Engineer. Government securities may be endorsed to the Executive Engineer in lieu of cash deposit of the required amount of the security money No tender shall be finally accepted until the required amount of the security money has been deposited.

11. The amount of Initial security Deposit to be deposited by the tenderer whose tender is selected for acceptance shall be **1** percent of the estimated value of the work and towards this amount the earnest money already deposited by him shall be credited. At least half of this security inclusive of the earnest money shall be deposited the tenderer within such time as may be notified to him in writing by the officer opening the tender, failing which tender shall be liable to rejection. Any balance of the security money outstanding after completion of the contract with the tenderer may be made up by deduction of **5%** of the amount of each payment to be made to his under clause 7 of the condition of contract for work done under the contract. Taxes as per provisions of Government shall be deducted from the bills of tenderer.

12. When tender has been selected for acceptance and the required amount of the security money has been deposited the Engineer shall scrutinize a pages of the form of item, Rate Tendered and Contract for works to see that the form has been properly filled up and signed by the contractor and the signature witnessed. He shall then, if he is competent to accept the tender, sign the acceptance of the tenders or if he is not so competent to, shall send the form for signature of the acceptance to the officer competent to accept it.

13. All tenderers are required to submit a list of works, which are in hand at the time of submitting their tenders. The list of works are required to be submitted in the proforma by the Executive Engineer under whom he has executed the work in order to judge their past performance (vide Works Department Circular No. 15443dt. 01.08.2005.)

14. Deleted

15. T.D.S (Tax Deducted at Source) towards GST will be deducted at the rate prescribed as per rule.

16. A separate and specific Bank Account may be opened to keep the security deposits deducted from the running bills in any Nationalized Bank only in the name of concerned Executive Engineer of the Division /FA & CAO, but not in personal name.

The security deposit so deposited should be withdrawn from the same account after completion of the defects liability period of the concerned work and after the work is found defects free in all respect.

TENDER FOR WORKS

I / We hereby tender for the execution for the Government of Odisha for the work specified in the underwritten memorandum at the rates specified therein a period of **62(Eleven) calendar months Out of Which (Original Work: 02 (Three calendar months),Maintenance work: (60) (Sixty Callender Months)** from the date of written order to commence and in accordance in all respects with the specifications designs and other documents referred to in rule. I here of and subject to the annexed conditions of contract and with such materials as are provided for by and in all other respects in accordance with such condition so far as applicable.

MEMORANDUM

(a) If several sub-works are included they should be detailed in a separate list

a. Name of work :

Supply , Installation, Testing and commissioning of 42 KWP GRID-Interactive Hybrid Solar Power plant with Lithium Battery Energy storage system (BESS) INCLUDING Module Mounting Structure, Inverters, Electrical Accessories, Earthing, Civil Works and Compressive Maintenance at Administrative Building of CCE,BHIP,Dasapalla.

b. Amount put to tender :

Rs. 41.91 lakh/-

c. Agreement Amount :

d. Earnest Money Deposit :

41,915/-

(e) This deposit will be 2 % of the

e. Initial Security Deposit (including earnest money to be deposited before the commencement of the work)

(f) This percentage deduction from bills be credited to the contractor's security

f. Percentage to be deducted from bill (As Security Deposit) :

g. Time required for the work from date of written order to commence :

h. Date of written order to commence work :

i. Actual date of commencement :

j. Stipulated date of completion:

k. Number of items of works tendered for :

l. Income Tax :

m. GST :

n. Royalty of construction materials :

o. Building and other construction Workers Welfare Cess :

Signature of contractor before submission of tender.

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

Dated the day of20

Signature of the Witness to tender Signature

Signature of Contractor

Address

Signature of officer by whom accepted.

The above tender is hereby accepted by me on behalf of the Government of Odisha.
Dated..... day of20

**Executive Engineer
Brutang Irrigation Division
Dasapalla**

Agreement NoP1/..... Certified that this agreement containspages only.

**Executive Engineer
Brutang Irrigation Division
Dasapalla**

UNDERTAKING

I/we do hereby under take that, I / We will not claim anything in any shape from the Government if the work is curtailed or stopped at any stage for want of funds. This will form a part of the contract.

SPECIAL CONDITIONS

1. Any increase or decrease over or below the Schedule of Quantities appended to the tender during the execution be carefully watched to determine the financial implication in accordance to the codal provisions.
No extra items, extra quantities beyond the agreement quantities should be allowed without prior permission from competent authority.
2. The contractor is to bear required sales taxes, octroi taxes, all other taxes and royalties, etc. as are in force from time to time, Royalty will be reimbursed on production of valid money receipt by the contractor from the concerned Tahasildar.
3. The contractor has to pay the minimum wages fixed by Government from time to time to the labourers engaged by him in the work.
4. The work should be executed as per approved designs. Necessary soil tests / field tests etc, are to be conducted at site to ensure the structural adequacy.
6. The fortnightly progress of work both physical and financial should be submitted forthwith and any failure of progress of work. in proportionate to work programme as submitted by the contractor should be reported and appropriate action as deemed proper should be taken under the terms and conditions of the agreement.
7. The work should be restricted to the available funds.
8. The Chief Construction Engineer, Superintending Engineer, Executive Engineer, while inspecting the work under execution should invariably record his observations in the Register of Inspections maintained at the site of work for which the tender has been accepted by him or by Government. He shall make final inspection of such works after completion thereof but before the payment of the final bills.
9. . At no stage difficulty or obstacle for procurement of materials due to any reasons whatsoever shall not be entertained by the department nor any plea for extension of time or compensation/claim to this effect shall be entertained on account of the above The safe custody of the materials issued by the Deptt. of procured by the contractor will be sole responsibility of the contractor.

CONDITION OF CONTRACT

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

Compensation for delay

Clause 2 (a) The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the written order to commence work is given to the contractor, The work shall throughout the stipulated period of the contract be carried on with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to $\frac{1}{2}$ % on the amount of the estimated cost if the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished after the proper dates (The work should not be considered finished until such date as Executive Engineer shall certify as the date which the work is finished after necessary rectification of defects as pointed out by the Executive Engineer, or his authorized, agents fully complied with by the contractor to the Executive Engineer's satisfaction). And further to ensure good progress during execution of the work the contractor shall be bound, in all cases in which the time allowed any work exceeds one month, to complete fourth of the whole work before one fourth of whole time allowed under contract has elapsed one half of the work, before one half of such time has elapsed and three-fourth of the work before three-fourth of such time has elapsed. In the events of the contractor failing to comply with the condition, he shall be liable to pay as compensation an amount equal to one third percent on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete, provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed 10% on estimated cost of the work as shown in the tender.

The work should not be considered finished until such date as the E.E. shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by E.E. or his authorized agents are fully complied with by the contractor to the E.Es satisfaction.

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(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 tendered himself liable to pay compensation amounting to the whole of his security deposit in the hands of Govt. (whether paid in one sum or deducted by installments) the Executive Engineer 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 Government.

Action when whole security deposit is forfeited

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

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

CONTRACTOR

EXECUTIVE ENGINEER

performance of such work and the value payable in-respect thereof and he shall only be entitled to be paid the value so certified.

Amendment to clause 2(b) of item rate F2 Agreement vide Works Department order no.10639 dt. 27.05.2005

- (ii) Security deposit of contractor for each work will be refunded only **twelve month** after the date of completion of work provided the final bill has been paid and defects if any rectified.

Clause-3 In any case in which any of the powers, conferred upon the Executive Engineer by clause 3 thereof, shall become exercisable and the same shall not be exercised the non-exercise thereof shall not constitute a waiver of the conditions here of and such powers shall notwithstanding be exercisable in the event of any clause or clauses thereof he is declared liable to pay compensation amounting to the whole of his security

deposit, and the liability of the contractor for past and future compensation shall remain unaffected in the event of the Executive Engineer putting in force the powers vested in him under the preceding clause he may if he so desire, take possession of all or any tools, plants, materials & stores, in or upon the works or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or all wing for the same in the account at the contract, rates, or in case of these not being applicable ; at current

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

market rates to be certified by the Executive Engineer whose certificate thereof shall be final; otherwise the Executive Engineer may give notice in writing to the contractor or his clerk of the works, foreman or other authorized agent required him to remove such tools, plants, materials or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any requisition to the Executive Engineer may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Executive Engineer as to the expense of removal and the amount of proceeds and expense of any such sale shall be final and conclusive against the contractor.

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

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

Extension of time

Clause – 5 On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (here-in-after called the Engineer-in-charge) of such completion, but no such certificate be given, nor shall the work be considered to be complete until the contractor shall have removed from the area of premises (to be distinctly marked by the Executive Engineer in the site plan) on which the work shall be executed, all scaffolding surplus materials and rubbish and cleaned off the dirt from all wood work doors, windows, walls, floors or other parts of any building in upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof nor until the work shall have been measured by the officer of the PWD in accordance with the rules of the department whose measurements shall be binding and conclusive against the contractor the contractor shall fail to comply with the requirements of this clause as removal of scaffolding surplus materials and rubbish

Final Certificate

and cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge may at the expenses of the contractor, remove such scaffolding surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forth with pay the amount of all expenses incurred and shall have no claim in respect of any such scaffolding, or surplus materials as aforesaid except for any sum actually realized by the sale thereof

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

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

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

Provided that, if any balance of the 7% security is outstanding from each such payment shall be deducted so much, not exceeding 5% as may be necessary to make up the balance of the security. All such intermediate payments shall be regarded as payment by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed and taken away and requiring or re-erected, or be considered as an admission of the due performance of the contract, or any part thereof in any respect, or the actual of any claim nor shall it conclude, determine or effect in any way the powers of the Engineer-in-charge under these conditions or any of them as the final settlement or adjustment of the accounts or otherwise, or in any other way vary or effect the contract.

Clause – 7 The final bill shall be prepared by the offices of the P.W.D. in accordance with the rules of department in the presence of the contractor within one month of the date fixed for completion of the work.

Clause – 8 Deleted.

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

Clause - 8 (b) Owing to difficulty in obtaining certain materials in the open market the Government have undertaken to supply materials specified in the schedule here to annexed. There may be delay in obtaining materials by the Department and the contractor is therefore required to keep himself in touch with day position regarding the supply of materials from the Engineer-in-charge and to so adjust the progress of the work that

their labour may not remain idle nor may there be any other claim due to or arising from delay in obtaining the materials. It should be clearly understood that no monetary claim whatsoever shall be entertained by the Government on account of delay in supplying materials. However extension of time for the completion of work can be granted on timely application by the contractor vide clause 4.

Clause - 9

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

Works to be executed in accordance with specification drawing & orders etc.

Sub clause – 9 The work should be done strictly in accordance with the relevant specifications of the I.S.I. Codes. If the work is not covered by the specification of I.S.I. it should be done in accordance with the provision in the Odisha Detailed Standard Specifications (O.D.S.S). In case, the work is not covered by O.D.S.S. the work should be executed as per the instruction of the Engineer-in-charge.

Clause – 10

The Engineer-in-charge shall have power to make alterations in or additions to the original specifications, drawing, designs and instruction that may appear to him to be necessary advisable during progress of the work and the contractor shall be bound to carry out the work in accordance with any instruction which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not invalidate the contract and at additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respect on which agreed to do the main work, and at the same time rates are specified in the tender for the main work., The time for the completion of the work shall be extended in the proportion that the additional work includes bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportions. And if the additional work includes any class of work for which rate is specified in this contract then such class of work shall be carried out at the on rates specified on this contract than such class of work shall be carried out at the rates entered in the sanctioned schedule by rates of the locality during the period when the work being carried on and if such the district then the contractor shall within seven days of the date of his receipt of the order to carry out the work inform the Engineer-in-charge of the rate which is it his intention to charge for such class of work, and if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class or work and arrange to carry it out in such manner as he may consider advisable.

Alteration in specification and designs

Extension of time in consequence of alterations

Do not invalidate contract

No deviations from the specification stipulated the contract or additional items of work shall ordinarily be carried out by contractor nor shall any altered. Additional or substituted work to be carried by him unless the rates on the substituted altered of additional items have been approved and fixed in writing by the Engineer-in-charge.

Rates of works not in estimate of schedule or rate of the district.

The contractor shall be bound to submit his claim for any additional work done during any month on or before the 5th days of the following month accompanied by copy of the order in writing of the Engineer-in-charge for the additional work and that the contractor shall not be entitled to any payment in respect of such additional work if he fails to submit his claim within the aforesaid period.

Provided always that if the contractor shall commence work incur any expenditure in regards thereof before the rates shall have been determined as lastly herein before mentioned, then and in such case he shall only be paid in respect of the work carried out or expenditure incurred by him prior to the determination of the rates as aforesaid according to such rates as shall be fixed by the Engineer-in-charge. In the event of dispute the decision of the Executive Engineer of the circle will be final.

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

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

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Clause – 12 If it shall appear to the Engineer-in-charge or his subordinate in charge of the work that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description, or any materials or articles provided by him for or execution of the work are unsound or of a quality inferior to that contracted for or otherwise in accordance with the contract. The contractor shall on demand in writing from the Engineer-in-charge specifying the work materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid forth with rectify or remove and reconstruct the work so specified in whole or part, as the case may require or as the case may be remove the materials or articles so specified and provided other proper and suitable materials or articles at his own proper charge and cost and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding the days his failure to do shall continue and in the case of any such failure the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace with other the materials or articles complained of as the case may be at the risk and the expense in all respects of the contractor.

Action and compensations payable in case of inferior / unsound work.

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Clause – 13 All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspections and supervision of the Engineer-in-charge and his subordinates and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of intention of Engineer-in-charge his subordinates to visit the works shall have been given to the contractor either himself be presented to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

Works to be open to inspection

Contractor or responsible agents to be present

Clause – 14 The contractor shall give not less than five day's notice in writing to the Engineer-in-charge or his subordinate in-charge of the work before covering up or otherwise

placing beyond the reach of measurement of any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up

**Notice to be
given before work
is covered up**

or placed beyond the reach of measurement and shall not cover up or placed beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of work and if any work shall be cover up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, or in default thereof no payments or allowance shall be made for such work or the materials with which the same was executed.

Clause – 15 If the contractor or his work people or servants shall break, deface, injure or destroy any part of a building, in which they may be working or any building, road, enclosure or grass land, or cultivated ground continuous to the premises on the premises on which work or any part of it being executed, or if any damage shall happen to the work while in progress from any cause whatever or any imperfection become apparent in it within six Months from the date of final certificate of its completion shall have been given by the Engineer-in-charge, as aforesaid the contractor shall make the same good at his own expense, or in default the Engineer-in-charge may cause the same to be made good by other workmen, and deduct the expense(of which the certificate of the Engineer-in-charge shall be final) from any sums that may be then or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof and the contractor shall be liable to pay any part of the expenses not so recovered by the Engineer-in-charge.

**Contractor liable for
damage done and for
imperfections for 6
months after
certificate**

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

Clause – 17 No Female labour shall be employed within the limits of a cantonment. The contractor shall not employ for the purpose of this contract any labour below the age of legal employment as per Government norm, and shall pay to each labour; for the work done by such labour, wages not less than the wage paid for similar work in the neighborhood.

Explanation : Fair wages means wages whether for time or piece work prescribed by State P.W.D. provided that where higher rates have been prescribed under the minimum

wages Act 1948 wages at such higher rates would constitute "Fair wages" [W/D No.22059 dated 16.8.77.

The Executive Engineer shall have the right to enquire into and decide any complaints 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 neighborhood.

The officer in charge of the work shall have the right to decide whether labourer employed by the contractor is below the age of legal employment as per Government norm and to refuse to allow any labourer whom he decides to be below that age.

Clause – 17 (a) The contractor shall, if so required by the Engineer-in-charge employ one more Engineering Graduate or Diploma holder as apprentices at his own cost if the cost of work as shown in the tender exceeds Rs.2,50,000/- The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date when 90% of work is completed. The stipend to be paid to the apprentices, should not be less than Rs.200/- per day in case of graduate Engineers and not less than Rs.150/- per day in case of Diploma holders. The number of apprentices to be employed should be fixed by the Chief Engineer in a manner so that total expenditure does not exceed 1% of the tender cost of the work.

Clause – 17 (b) Special class Contractor shall employ under him one Graduate Engineer and Two Diploma Holders belonging to the State of Odisha. Likewise 'A' class contractor shall employ under him one Graduate Engineer or Two Diploma holders under the contractor shall be full time & continuous and they should not be superannuated, retired, dismissed or removed personnel from any State Govt. or Central Govt. service/public Sector undertakings, private companies and firms or be ineligible for appointment to Government service. The contractor shall pay them monthly emoluments which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Government of Odisha. The Chief Engineer, Roads Odisha may however, assist the contractor with names of such unemployed Graduate Engineer and Diploma holders if such help is sought for by the contractor. The names of such Engineering personnel appointed by the contractor should be intimated to the tender receiving authority along with the tender.

Employment of Graduate Engineers & Diploma Holders

Each bill of the Special Class or 'A' class contractor shall be accompanied by an employment Roll of the Engineering personnel together with a certificate of the Graduate Engineer or Diploma holder is employed by the contractor to the effect that the work executed as per the bill has been supervised by him.

Each bill of the Special Class or 'A' class contractor shall be accompanied by an employment Roll of the Engineering personnel together with a certificate of the Graduate Engineer or Diploma holder is employed by the contractor to the effect that the work executed as per the bill has been supervised by him.

Clause – 18 The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge and if the contractor shall assign or sublet his contract or attempt so to do, or become insolvent or commence any insolvency proceedings or make any composition with

Work not to be subletted.

Contractor may be rescinded and security deposit forfeited subletting bribing or if contractor become in

his creditor or attempt so to do, or if any bride gratuity, gift loan, perquisite reward or advantage pecuniary otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants to agents to any public officer or person in the employee of Government in any way relating to his office of employment or if any such officer or person shall become in any way directly or indirectly in the contract, the Executive Engineer may thereupon by notice in writing rescind the contract and the security deposit of the contractor shall there upon stand forfeited and be absolutely at disposal of Government and the same consequences shall ensure as if the contract had been rescinded under clause 3 hereof and in addition the contractor, shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

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

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

Clause – 20 In the case of a tender by partners any changes in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information. In case of failure to notify the change in the constitution within fifteen days the Engineer-in-charge may be noticed in writing rescind the contract and the security deposit of the contractor shall there upon stand forfeited and be absolutely at the deposal of Government and the same consequences shall ensure as if the contract had been rescind under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any works therefore actually performed under the contract.

Changes in constitution of firm

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

Clause – 22 DELETED

Clause – 23 When the estimate on which a tender is made includes lump sums in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may by his discretion pay the lump sum amounts entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sums payable to him under the provisions of this clause.

Lump sums in estimates

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

Action where no specification

Clause – 25 The expression 'work' or 'works' where used in these conditions shall unless there be something either in the subject or context repugnant to such construction be construed & taken to mean the works by or by virtue of contract to be executed whether temporary or permanent, and whether original altered, substituted, or additional.

Definition of works

Clause – 26 Government shall be entitled to recover in full from the contractor any amount that the Government may be liable to pay under workmen compensation Act. VIII of

1923, to any workmen employed in course of execution of any part of the work covered by this contract.

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

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

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

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

Clause-31 Deleted

Clause-32 Deleted

FAIR WAGE CLAUSE

Clause – 33(a) The contractor shall pay not less than fair wage to labourers engaged by him on the work.

Explanation: “Fair wages” means wages, whether for time or price 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 would constitute “Fair wages” (W.D. No.22059 dt.16.8.77)

- (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 labours 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 regulation made by Government in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wages 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 Engineer or Sub-Divisional Officer concerned shall have the right to deduct, from the money due to contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of workers nonpayment of wages or of deductions made from his or their wages, which are not justified by their terms of the contract” or non-observance of the regulations, money so deducted should be transferred to the workers concerned.
- (e) Vis-à-vis the Government of Odisha, the contractor shall be primarily liable for all 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 part of this contract and any breach there of shall be breach of this contract.
- (g) Under the provision of the Minimum Wages Act, 1948 & minimum wages (Central Rules, 1950) the contractor is bound to allow or cause, to allow to the labourers directly or indirectly employed in the works one day rest for six days continuous work and pay wages at the same rate as for duty, in the event of default. The Executive Engineer or Sub-Divisional Officer concerned shall have the right to deduct the sum not paid on account of wages for weekly holiday to labourers and pay the same to the persons entitled there to from any money due to the contractor.

- (h) The contractor shall at his own expense provide or arrange for the provision of foot wear for any labour doing cement mixing work and black topping of roads (The contractor has undertaken to execute under this contract) to the satisfaction of the Engineer-in-charge and on his failure to do so Government shall be entitled to provide the same and recover the cost from the contractor.
 - (i) The contractor shall submit by the 4th & 10th of every month, to the Engineer-in-charge a true statement showing in respect of the Second half of the preceding month and the first half to the current month respectively (1) the number of labours employed by him on the work (2) their working hours (3) the wages paid to them (4) the accident that occurred during the said fortnight showing the circumstances under which they happened and the content of damage and injure caused by them and (5) the number of female workers who have been allowed maternity benefit according the clause [K] and the amount paid to the Government a sum not exceeding for each default of materially incorrect statement. The amount levied as fine decision of the Executive Engineer shall be final in deducting from any bill due to contractor.
 - (j) In respect of all labour directly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with a cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangement for workers employed by the Odisha Public Works Department and its contractor. This will apply to work places having 50 or more workers.
 - (k) Maternity benefit rules for female worker employed by contractor, Leave and pay during leave shall be regulated as follows.
- 1- Leave : (i) **In case of Delivery:-** Maternity leave not exceeding 8 weeks, 4 weeks up to including the day of delivery or 4th weeks following that day.
- (ii) **In case of Miscarriage:** - Up to 3 weeks from the date of miscarriage.
2. Pay (i) **In case of Delivery:-** Leave pay during maternity leave will be at the rate of women's average daily earnings calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of which she gives notice that she expects to be confined or at the rate of **Rs.326.00** a day whichever is greater.
- (ii) **In case of Miscarriage :** Leave pay at the rate of average daily earnings calculated on the total wages earned on the days when full time work was done during a period 3 months immediately preceding the date of such miscarriage,
- Conditions of grant of Maternity Leave: No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period not less than 6 months immediately preceding the date on which she proceeds on leave.

**MODEL RULES FOR HEALTH & SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED
BY ODISHA P.W.D. OR IT'S CONTRACTORS**

1. **Application:** These rules shall apply to all construction work in charge of Odisha Public Works Department which is expected to continue for a year or more.
2. **Definitions:**
 - (i) "Work Place" means a place at which an average of fifty or more workers are employed in connection with construction work
 - (ii) Large work place means a place at which averages of 500 or more workers are employed in connection with construction work.
3. **First Aid:**
 - (a) At every work place there shall be maintained in a readily accessible place first aid appliances including an adequate supply of sterilizer dressing and sterilized cotton wool. The appliances shall be kept in good order and in large work places they shall be readily available during working hours.
 - (b) At large work places where hospital facilities are not available within easy distance of the workers, first aid posts shall be established and run by a trained compounder.
 - (c) Where large work places are remote from regular hospitals an indoor ward shall be provided with one bed for every 250 employees.
 - (d) Where large work places are situated in cities towns or in their suburbs and no beds are considered necessary owing to the proximity of city, town hospitals, and an ambulance shall be provided to facilitate removal of urgent cases to these hospitals. At the work place some conveyance facilities such as a car shall be kept readily available to take injured persons or person to the nearest hospitals.
4. **Drinking Water:**
 - (a) In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of water fit for drinking.
 - (b) Where drinking water is obtained from an intermittent public water supply each work place shall be provided with storage where such drinking water shall be stored.
 - (c) Every water supply of storage shall be at a distance of not less than 50 feet from any latrine, drain or other sources of pollution where water to be drawn from an existing well which is within such proximity of latrine drain or any other sources of pollution the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with tray door which shall be dust and water proof.
 - (d) A reliable pump shall be fitted to each covered well the tray door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.
 - (e) The temperature of drinking water supplied to workers shall not exceed 90° F.
5. **Washing and Bathing Place:**
 - (i) Adequate washing and bathing places shall be provided separately for men and women.
 - (ii) Such places shall be kept in clean and drained condition
6. **Scale of Accommodation in Latrines and Urinals:** - There shall be provided within the premises of every work place latrine and urinal in an accessible place; and the accommodation, separately for each of them shall not be less than the following.
 - (a) Where the number of persons employed does not exceed 50. No. of seats 1
 - (b) Where the number of persons employed 103

exceeds 50 but does not exceed 100

No. of Seats 3

- (c) For every additional 100
(in particular cases the Executive Engineer shall
have the power to vary the scale where necessary)

No. of seats 3 per 100

7. **Latrine and Urinals for Women:** If women are employees, separate latrines and urinals separate from that for women and marked in the vernacular in conspicuous letter "for women only" shall be provided on the scale laid in rule.
Those for men shall be similarly marked "for men only" A poster showing the figure of a men and women and shall also be exhibited at the entrance of Latrines for each sex. There shall be adequate supply of water close to the urinals and latrines.
8. **Latrines and Urinals :** Except in work places provided with water flushed latrines connected with a water borne sewerage system, all latrines shall be provided with receipt able on dry-earthen system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. The receptables shall be tarred inside and outside at least once a year.
9. **Construction of Latrines:** The inside wall shall be constructed of masonry or stone materials and shall be cement washed inside and outside at least once a year. The dates of cement washing shall be noted in register maintained for this purpose, and kept available for inspection.
10. **Disposal of excreta :** Unless otherwise arranged for by the local sanitary authorities arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator approved by as, Director of Public Health of Municipal Medical Officer or Health at the case may be, whose jurisdiction the work place is situated. Alternatively excreta may be disposed off by putting a layer of night soil at the bottom of pucca tank prepared for the purpose and covering it with 6' layer of waste or refuse and then covering it up with a layer of earth for a fortnight (when it will turn in to manure).
11. **Provision of shelters during rest:** At every work place, there shall be provided free of cost two suitable sheds one for females and the other for rest for the use of labourers. The height of the shelter shall be less than 11 feet from the floor level the lowest part of the roof.
12. **Crèches:**At every work place at which more than 50 women workers are employed, there shall be provided only one hut for the use of children under the age of 6 year, belonging to such women and shall be used for infant's games and play and their bed room. The huts shall not be constructed on a lower standard than the following.
- i. Thatched huts
 - ii. Mud floors and walls.
 - iii. Planks spered over the mud floor and covered with matting.
 - iv. The hut shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision for sweepers to keep the place clean. There shall be two dhai in attendance. Sanitary utensil shall be provided to the satisfaction of the Health Officer of the area concerned. The use of the hut shall be restricted to Children, their attendants and mothers of the children.
- b) Where the number of women workers is more than 50 the contractor shall provide one hut and Dhai to look after the Children of women workers.
- c) The size of creche shall vary according to the number of women workers.
- d) The crèche shall be properly maintained and necessary equipments like toys etc. shall be provided.
13. **Canteen:** A cooked food canteen on a moderate scale shall be provided for the benefit of workers whenever it is considered expedient.

CONTRACTOR'S LABOUR REGULATIONS

1. **Short title:** -These regulations may be called "The Odisha Public Works Department / Electricity Department Contractor's Regulations".
2. **Definition:** In these Regulations, unless otherwise expressed or indicated the following words and expressing shall have the meaning hereby assigned to them respectively, that is say:
 - (a) "Labour" mean workers employed by a contractor for work directly or indirectly through a sub-contractor or other person, by an agent on his behalf.
 - (b) Fair wages mean wages whether for time or piece work prescribed by the **Executive Engineer, Brutang Irrigation Division, Dasapalla, Nayagarh** provided that where high rates have been prescribed under the minimum wages Act 1948 wages at such higher rates would constitute fair wages (W.D. No.22059 dt,16.8.77)
 - (c) "Contractor" shall include every person whether a sub-contractor or headman or agent employing labour on the work taken on contract.
 - (d) "Wages" shall have the same meaning as defined in the payment of wages Act. And include time and piece rate wages if any.
3. **Display of notices regarding ways, 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 a conspicuous places on the work, notice in English and in the local Indian language spoken by the majority of the workers giving the rate of wage prescribed by State Public Works Department/ **Executive Engineer, Brutang Irrigation Division, Dasapalla, Nayagarh** , the district in which the work is done.
 - (b) Send a copy of such notices to Engineer-in-charge of the work.
4. **Payment of Wages :-**
 - (a) Wages due to every worker shall be paid to him direct.
 - (b) All wages shall have to be paid in cash in current coin or currency or in both.
5. **Fixation of wages periods :-**
 - (a) The contractor shall fix the wage period in respect of which the wages be payable.
 - (b) No wage period shall exceed one month.
 - (c) Wage 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.
 - (d) 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.
 - (e) All payment of wages shall be made on a working days.
6. **Wage book and wage cards etc.**
 - 1) The contractor shall maintain a wage book of each worker in such forms 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 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 Engineer may grant an exemption from the maintenance of wage bond, wages cards to a contractor who, in his opinion may not directly or indirectly employ more than 100 persons on the work
- 7. Fines and deduction, which may be made from wages.**
 - 1) The wages of a worker shall be paid to him without any deductions of any kind except the following.
 - a) Fines.
 - b) Deduction for absence from duty, i.e. from the place or places where by terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absent.
 - c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody' or for loss on money for which he is required to encount where such damage or loss is directly attributable to his neglect or default.
 - d) Any other deduction which the Odisha Government may from time to time allow.
 - 2) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing abuse against such fines or deduction.
 - 3) 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.
 - 4) No fine imposed on any worker shall be recovered from him by installments after the expiry of 60 days from the date on which it was imposed.
- 8. Register of fines, etc.**
 - 1) The contractor shall maintain a register of fines and of all deduction for damage or loss. Such register shall mention the reason for which fine was imposed or deduction for damage or loss was made.
 - 2) The contractor shall maintain a list in English and in the local Indian language clearly defining acts and 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 place on the work.
- 9. Preservation of register:**

The wage register, the wage cards and the register of fines, deduction required to be maintained under these regulations shall be preserved for 12 months after date of the last entry made in them.
- 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 provision of these regulations. He shall investigate into any complaint regarding default made by the contractor, sub contractor in regard to such provisions.
- 11. Report of Labour Welfare Officers:**

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

12. Appeal against the decision of Labour Welfare Officers.

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

13. Inspection of registers:

The contractor shall allow inspection of wage book, card to any of his worker or 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.

14. Submission of return:

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

15. Amendment

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 the regulations the decision of the Labour Commissioner or any other persons authorized by the Government of Odisha in that behalf shall be final.

Clause 34 The incentive for timely completion should be on a graduated scale of 1(One) percent to 5 (Five) percent of the contract value. Assessment of incentives may be worked out for earlier completion in all respect in the following scale.

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

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

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

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

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

Clause – 35 The royalty of materials will be recovered from the work bill in case failure of production of proper receipt from quarry holder or Revenue Department after proper verification from concerned Tahasildar

Clause - 36 - - Deleted.

Clause - 37 The terms and conditions of the agreements have been read/ explained to me and certify that I/We clearly understand them.

1. ADDENDUM TO CONDITION OF CONTRACT:

1.1. The bidder / Tender whose bid has been accepted will be notified of the award by the Engineer-in-Charge prior to expiration of the validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the conditions of contract called the ("Letter of Acceptance") will state the sum that the Engineer-in-Charge will pay the contractor in consideration of the execution, completion and maintenance of the works by the contractor as prescribed by the contract (hereinafter and in the contract called the "Contract Price").

1.2 The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (ISD) and additional performance security in accordance with the provisions of the agreement.

1.3 The agreement will incorporate all agreements between the officer inviting the bid/Engineer-in-Charge and the successful bidder. **Within 15** days following the notification of award along with the letter of acceptance, the successful bidder will sign the agreement and deliver it to the Engineer-in-Charge. Following documents shall form part of the agreement.

a) The notice inviting bid, all the documents including additional conditions specifications and drawing, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading thereto & required amount of performance security including additional performance security.

b) Standard P.W.D. Form P₁.

2. TIME CONTROL

2.1 Progress of work and Re-scheduling programme

- 2.1.1. The Executive Engineer / Engineer-in-Charge shall issue the letter of acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the bid process and commencement of the contract.
 - 2.1.2. Before acceptance of tender successful bidder shall submit to the Engineer-in-Charge for approval and programme commensurate to clause no 3 showing the general methods, arrangements, and timing for all the activities in the works along with monthly cash flow forecast.
 - 2.1.3. To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, $\frac{1}{4}$ th of the whole of the work before $\frac{1}{4}$ th of the whole time allowed under the contract has elapsed, $\frac{1}{2}$ of the whole of the work before $\frac{1}{2}$ of the whole time allowed under the contract has elapsed, $\frac{3}{4}$ th of the whole of the work before $\frac{3}{4}$ th of the whole time allowed under the contract has elapsed.
 - 2.1.4. If at any time it should appear to the Engineer-in-Charge that the actual progress of the works does not conform to the programme to which consent has been given, the contractor shall produce, at the request of to such programme necessary to ensure completion of the works within the time for completion. If the contractor does not submit an updated programme within this period, the Engineer-in-Charge may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue programme has been submitted.
 - 2.1.5. An update of the programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
 - 2.1.6. The Engineer-in-Charge's approval of the programme shall not alter the contractor's obligations. The contractor may revise the programme and submit it to the Engineer-in-Charge again at any time. A revised programme is to show the effect of variations and compensation events.
- ### **2.2. Extension of the completion date.**
- 2.2.1. The time allowed for execution of the work as specified in the contract data shall be the essence of the contract. The execution of the works shall commence from the 15th Day or such time period as mentioned in letter of award after the date on which the Engineer-in-Charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money and performance guarantee / security deposit absolutely.
 - 2.2.2. As soon as possible after the contract is concluded the contractor shall submit a Time & Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works, it shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in Clause – 2.1.3 above.
 - 2.2.3. In case of delay occurred due to any of the reasons mentioned below, the contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

For

i. Abnormally bad weather, or 108

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- ii. Serious loss or damage by fire, or
 - iii. Civil commotion, local commotion of workmen, strike or lockout, by officers any of the heads employed on the work, or
 - iv. Delay on the part of other contractors or tradesmen engaged by Engineer-in-Chief, in executing work not forming part of the contract.
 - v. In case of variation is issued which makes it impossible for completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the contractor to incur additional cost, or.
 - vi. Any other cause, which in the absolute discretion of the authority mentioned, in contract data is beyond the contractor's control.
- 2.2.4 Request for re-schedule and extension of time, to be eligible for consideration shall be made by the contractor in writing fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 2.2.5 In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing. Within 3 months of the date of receipt of such request, Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

2.3 Compensation for delay.

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

This will also apply to items or group of items for which a separate period completion has been specified Compensation @ 1.5% per month or for delay of work, delay to be computed on per day basis.

The existing relevant provision in the original documents shall stand modified accordingly. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work or to the Tendered Value of the item or group of items of work for which separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case the contractor does not achieve a particular milestone mentioned in Cl 2 (a) of P1 contract. The amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice the contract. However, if the Contractor catches up with the progress of work on the subsequent milestone(s), the

withheld amount shall be released. In case the contractor files to make up for the delay in subsequent milestone(s) amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest whatsoever, shall be payable on such withheld amount.

2.4 Management Meetings

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

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

Percentage rate Contract

(i) In percentage rate contract the schedule of quantities shall mention estimated rate of such item and amount thereof. The contractor has to mention the percentage excess or less over the estimated cost (in figures as well as words) in the prescribed format appended to the tender document.

(ii) The percentage rate contract may be named as **P-1**. In this form **time is the essence**.

(iii) The contractor is required to maintain a certain rate of progress specified in the contract. The contract can also be terminated with penalty when the progress of work is not as per the condition of contract. The quantity mentioned can be increased or reduced to the extent of 10% for individual items, subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment. The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of next higher authority.

(iv) In this form of tender, only percentage quoted by the contractor shall be considered. Percentage quoted by the contractor shall be accurately filled in figures and words, so that there is no discrepancy. If any discrepancy is found in the percentage quoted in words and figures, then the percentage quoted by the contractor in words shall be taken as correct. If any discrepancy is found in the percentage quoted in percentage excess/less and total rate quoted by the contractor, then percentage will be taken as correct. The percentage quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess. The contractor will write **percentage excess/less upto two decimal point only**. If he writes percentage excess/less upto two or more decimal points, the first decimal point shall only be considered without rounding off. Where the contractor has omitted to quote the rates either in figures and words, the officer opening the tender should record the omission.

(v) Bills for the percentage rate tender s shall be prepared at the estimated rates for individual items only and the percentage excess or less shall be added or subtracted from the gross amount of the bill.

RELEVANT PROVISION IN THIS CONTRACT STANDS MODIFIED ACCORDINGLY.

SPECIAL CONDITION OF CONTRACT

1. DEFINITIONS

In the Contract (as hereinafter defined) the following words and expressions will have the meanings here by assigned to them:

- a) **Approved/Approval**- Means approved in writing.
- b) **Construction Plant**- Means all equipments, appliances or things of whatsoever nature required for the executing, or completion, maintenance of the works or temporary works but does not include materials or other things intended to form or forming part of the permanent work.
- c) **Contract** - Means the instruction and information for tenderers General and Special conditions of the contract, Technical specification, drawings, tender (including the schedule of quantities and tender prices) the formal agreement and all agenda and attachment related to the above.
- d) **Contractor**- Means the particular person, firm or Corporation with whom the contract has been made for executing the work.
- e) **Drawing** - Means the drawings referred to in the specifications, any modifications of such drawings approved in writing by the Engineer-in - charge and such other drawings as may from time to time be furnished or approved in writing by the Engineer-in-charge.
- f) **Engineer-in-charge** - Means the Executive Engineer, in-charge of the work specified or parts of the works under the contract, or such other departmental assistants or sub-ordinates to whom the Executive Engineer, in-charge may have delegated certain duties, acting separately within the scope of the particular duties entrusted to them.
- g) **Government** - Means Government of Odisha, Department of Water Resources.
- h) **I.S.S./B.I.S.** - Means Indian Standard Specifications/Bureau of Indian Standard.
- i) **Temporary works** - Means all temporary works of every kind required for the performance of the contract.
- j) **Specification** - Whenever the terms "Specification "is used, apart from a specified standard specification, it shall mean the specification or plan prepared for a particular site as instructed to the contractor in executing that item of work.

2 EARNEST MONEY DEPOSIT.: Online payment Rs.3,68,500/-

3 TAX CERTIFICATES:

The tenderers are also required to furnish Xerox/attested copy of the valid PAN CARD, ITCC (if any), GST registration certificate along with tender documents failing which the tender may not be considered. The original are to be shown as mentioned in the NIT. The bidders registered outside the State are required to submit an undertaking in the form of an affidavit that they are not registered under the GST Act in the state of Odisha as they have not started any business in the state and they have no liability under the act. But Bidder has to produce GST registration certificate before signing of the agreement.

4 TIME OF COMPLETION:The work is to be completed within 11(**Eleven**) calendar months including monsoon commencing from the date of issue of order to proceed with the work.

5. PRE BID INSPECTION BY CONTRACTORS:

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The tenderers are required to go through each clause of PWD Form carefully in addition to clause mentioned herein before tendering. In any case the tenderer shall be deemed to have carefully examined the tender documents visited the site of work and it's surroundings and satisfied himself as the form and nature of the site approach roads, haul roads, local conditions in general and particularly about the availability of the construction materials, electricity supply, water supply, storage and handling of materials, road communication etc. including requirement and availability of labour and materials needed from complete execution of the work and made an inventory of such information as to the risks, contingencies and other circumstances which would influence or effect his tender before tendering. He should also satisfy himself about the sufficiency of availability of materials in quarry and borrow area. The Department will not be responsible for any misjudgment of the tender on the account for any future claims.

6. VALIDITY OF TENDER:

6.1 The tenderer must furnish copy of Registration Certificate, GST Regd. Certificate, PAN Card / Affidavit, Bid Security Declaration in the prescribed format, the TIA as specified in NIT, otherwise his/her bid shall be declared as non-responsible & shall be liable for rejection.

6.2 The rates quoted shall remain valid for a period of 90 (ninety) days from the last date prescribed for receipt of tenders.

6.3 The tender which is not in the prescribed proforma and is not strictly in accordance with the terms and conditions of the tender call notice is liable for rejection.

6.4 Alternate tenders, conditional tenders and tenders containing indefinite terms will not be entertained. The tenders will be considered given special emphasis on the capability of the tenderer and the implements and earth moving machinery at his disposal for the work.

6.5 The percentage rate quoted should be for finished items of work and for sufficiency as per the description of the schedule of quantity and specification and shall include all taxes including rent, but excluding GST on works contract, but including royalty cess and general and incidental charges pertinent to the work, other charges of materials, octroi duty, ferry tolls, conveyance charges and other costs on account of land and building including temporary building required by the tenderer for collection of materials storage, housing of staff or other purpose for the work. The tenderer must quote the percentage rate for the contract and tenders containing indefinite terms such as estimate rate, schedule of rate shall not be considered. The rates must be for finished items of work unless otherwise mentioned in the tender schedule.

6.6 The rates should be quoted in percentage less or excess up to two decimal.

i) The tenderer shall bear cost of various incidental sundries and contingencies needed by the work of all within the following or similar category.

ii) Labour camps and hutments necessary to a suitable scale including contingency and sanitary arrangements medical aids thereon to the satisfaction of the health authorities.

iii) Water arrangements for laborer as well as for the works. No claim for carriage for water whatsoever will be entertained.

iv) Fees and dues levied by the Municipal and water supply Authorities.

v) Suitable equipment and wearing apparatus for the labors engaged in risky operation.

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iv) Suitable fencing, barriers, signals, including parapet and electrical signal where necessary at works and approaches in order to protect the public and employees from accidents.

vii) No compensation for any damage done by rain or by similarly action during execution of the works shall be paid.

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

6.8 In order to qualify for consideration for award of the contract the tenderer should satisfy the Bid criteria as stipulated in the technical Bid. To substantiate the tenderer is required to submit authentic records duly certified by the Executive Engineer of the Department in support of such experience.

6.9 Rate to be quoted by the contractor for various items of work should be consistent and rational. Tenders with inconsistent rates and / or speculative rates shall be liable for rejection.

6.10 The payment for RA bill will be made in level section measurement and no string section measurement will be considered.

6.11 All the tenderer are required to submit along with their tenders declaration about the names of their relatives employed in Water Resources Department in the prescribed proforma appended. In case they have no relation in Water Resources Department a certificate to that effect shall have to be furnished.

6.12 An affidavit shall be furnished by the contractor at the time of submission of tender paper about the authentication of tender documents.

6.13 The conditions in this detailed tender call notice will form part of the agreement to be drawn by the contractor.

7. AWARD OF CONTRACT

7.1 The tenderer whose tender is selected for sign the agreement in the PWD Form for fulfillment of the contract in the office of the Engineer-in-charge. The amount of **5%** deduction from each running bill as per the agreement shall be retained as security deposit for the fulfillment of this contract. This security deposit will carry no interest. Failure to enter into the required agreement and to pay the security deposit as above within the specified period shall entail forfeiture of the earnest money. No tender shall be finally accepted until the required amount of security money is deposited. The written agreement to be entered into between the Contractor and the Govt. shall be the foundation of the rights of both the parties and the contract shall be deemed to be incomplete until the agreement is first signed by the Contractor and then by the Executive Engineer, the department will accept the initial security deposit in the accepted from prescribed in clauses as above pledged in favor of the Engineer-in -Charge and in no other form. The Security deposit deducted from each running bill will be 5%. If the contractor express his request in writing he will be permitted to convert the security deposit of 5% into interest bearing securities (for an amount not less than Rs. 10.00 lakh in each case which will be pledged in favour of the Executive Engineer) Successful bidder registered under other state government/MES/Railways/CPWD has to register under the State PWD before signing of the agreement.

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

7.3. Deleted

7.4 Deleted

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

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

8. OBSERVATIONS OF LAWS AND LOCAL REGULATIONS ACCIDENTS AND SAFETY MEASURES:

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

8.1 Department for payment of the compensation under workmen's compensation act VI of 1923 on account of the workmen being employed by him and the full amount of compensation of awarded by any competent court of law to the workmen will be recovered from the contractor and will be paid to the workmen as per direction of the court.

8.2 The contractor shall have to abide by the Labour Laws and Rules in vogue and shall provide at his own cost housing, watering supply, sanitation, medical aid and other facilities to the labours engaged in the work as required under Labour Laws and Regulations. The Contractor shall not employ labour of minor age group.

8.3 The contractor shall have to abide by the safety code introduced by the Govt. of India, Ministry of works. Housing and supply in their standing order No.44 to 50 dated 25.11.57.

8.4 Blasting where required shall be taken up only when proper precaution have been taken for the protection of lives and property in accordance with I.S. 4081 – 1967 safety code for blasting and related drilling operations. Only persons licensed for and thoroughly conversant with the working methods and precaution to be observed in using explosives shall carry out blasting. To avoid the danger of injury from flying debris, all personnel in a blasting area shall retreat to an adequate cover. While carrying out excavation adequate precautions in accordance with I.S. 3764 – 1966. Safety code for excavation works shall be taken for the safety of workers. The contractor shall have to abide by the blasting rules & regulations.

8.5 In case of any damage to Govt. or public property or to the property owned to any persons of firms or bodies due to negligence or any such action of the contractor resulting in damage or stoppage or work thereby, the contractor shall be liable to be penalized to the extent of the assessed value of the damage or the out turn lost.

9. CHANGE OF ADDRESS OF CONTRACTOR:

The Contractor shall inform the Engineer and the Department any change of his postal address from time to time from the one given in the tender paper and authorize any person with due intimation to the Engineer-in-charge and the Department to receive instruction or communication

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from the Department on his behalf, failing which the said undelivered instructions and communications published in the notice board of the Engineer-in-charge shall be treated to be intimation to the Contractor and the same shall be binding on him. All the correspondence should be made in English.

10 ARCHAEOLOGICAL FINDINGS

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

11. CONTEMPORARY CONTRACTORS

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

12 TAXES:

- a. The rates quoted by the Contractor shall be deemed to include GST and other taxes including royalties of all materials that the contractor will have to purchase for performances of this contract.
- b. During the course of contract period deductions of GST on works contract turn over at the source, shall be made from each bill at such rate and conditions as may be required under the provision of Odisha GST Act and Rules.

c. Sales Tax / GST:

GST on works contract will be deducted from each RA bill of the contractor @ as amended from time to time and will be credited to the Govt. account. In case any amendment to the existing provisions is made during the tenure of the contracts, the same will be applicable to this contract.

d. Income Tax:

1% or 2% as applicable under Govt. Rules of each ongoing account will be recovered from the contractor towards Income Tax (Provisional or as advised by Income Tax Department)

- e. 1% of the gross amount of each R/A bills of the contractor will be deducted towards cess on works as amended from time to time

13. INTEREST:

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

14. PLANS AND DRAWINGS:

The work has to be carried out in accordance with the Odisha detailed standard specification and relevant I.S. specification pertaining to the tendered items of work and specifications and special conditions appended here to Drawings will be supplied to the contractor to execute the work in general conformity therewith. These drawings will be supplemented by such additional, general and detail drawings or directions as may be considered necessary or desirable as the work progress. No claim will be entertained due to change of drawing. Where details shown on those drawings differ from the requirement of the specifications, the requirement of the specifications shall govern and the contractor shall not work without proper drawings, direction and instructions.

He shall check all drawings carefully and bring to the notice of the Engineer-in-charge any error and omissions and discovered, where upon the Engineer-in-charge shall prepare revised additional drawings and specifications as may be required. All such additional general and detailed drawings will be binding on the Contractor under the same terms and conditions as provided in clauses of P1 Agreement. The decision of the Engineer-in-charge with regards to specification is final, for which no compensation or claim will be entertained.

15. CONSTRUCTION PROGRAMME:

- i) The contractor shall have to submit the construction programme i.e. the plan and programme of execution for completion of the work at the time of agreement to the Engineer-in-charge. The Engineer-in charge shall have to approve the said construction programme by fixing a pragmatic mile stone with reference to the provisions laid down under clause 2(a) of the condition of the contract, for timely completion of the work and accordingly the work is required to be executed.
- ii) If the revised construction programme is required on account of non-completion of work for which Extension of Time is required or for disruption of the execution in the stipulated period, the contractor shall have to submit the same to the Engineer-in-charge along with the Extension of Time application, if extension of time is prayed for or immediately after disruption of the execution mentioning the clear reasons as the case may be, for revision of work programme. The decision of the Engineer-in-charge is final and binding on the contractor. The contractor shall arrange for additional shifts whenever necessary to suit the revised construction programme. No extra payment on this account is admissible. The contractor has to make adequate lighting arrangements for night works wherever necessary in fulfillment of the construction programme at his own cost and no extra payment on this account is admissible.

16. AVAILABILITY OF LABOUR:

Labour required for the work may not be available to the full extent in the locality. The contractor may have to import labour from outside. He shall arrange and regulate the labour strength according to necessity. The Department shall not entertain the claim for any idle labour whether or not at the fault of the contractor or due to any other reasons whatsoever. The contractor's item / Percentage rate in the tendered are deemed to have adequate coverage on account of import and employment of required labours and providing facilities and amenities to them.

17. SUSPENSION OF WORK:

17.1 The Engineer-in-charge may from time to time by written orders without in any way deviating the contract, direct the contractor to suspend the work or any part thereof at such time and the contractor shall not after receiving such written order proceed with the work or items thereof ordered to be suspended until he shall have received a written notice from the Engineer-in-charge to proceed with the work again. Should the work be ordered to be suspended directly in the interest of safety of the work due to acts of God or major war or indirectly as a result of the contractor not complying with any of the provisions of the contract in respect of the quality of the materials, workmanship programmed of execution he shall not be entitled to claim any compensation for any loss he may be put to directly or indirectly for such suspension of work.

During the period of suspension of the work the contractor shall properly protect and secure the works as necessary in the opinion of the Engineer-in-charge.

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17.2 Design forum, Bhubaneswar Consultancy supervise the work at stages during construction and Completion.

18. ITEMS NOT COVERED IN THE SCHEDULE:

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

19. FORCE MAJOR:

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

20. TOOLS AND PLANT:

The contractor should arrange necessary tools, plant and machineries for the efficient execution of work at his own cost and the rates quoted should be inclusive of such charges. The department may lend on hire some machinery for use in the work subject to their availability on terms and condition as shall be specified by the Department from time to time and after execution of necessary agreement. But on the plea of non-supply of machineries by the Department, the works should not be delayed nor any compensation on such account is tenable nor will the contractor be eligible for any time extension on that score.

21. HAUL ROADS:

All haul roads to Borrow areas and quarries will be constructed and maintained by the contractor at his own cost. The roads so constructed shall be allowed to be used free of cost by agencies working in other reaches including Govt. Department unless otherwise restricted by the Engineer-in-charge.

22.a. DEPARTMENTAL STOCK MATERIALS: - DELETED-

22.b. MATERIALS SUPPLIED BY THE DEPARTMENT:

No material can be supplied to the contractor as a principle as per the current policy of Govt. of Odisha vide G.O. No. 48443 / F dt. 11.12.95 effective from 01.04.96. The contractor shall be responsible for procurement of all materials at his own cost and got it tested and approved as per the relevant clauses of the contract before use.

23. CONSTRUCTION SHEDS:

Temporary structures may be erected by the contractor at his expenses for storage sheds, office, residence, labour hutments etc. on the land available with the Department with the permission of the Engineer-in-charge. On completion of the work these structures should be dismantled and the site cleared and handed over to the Department.

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

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

23.3. The contractor shall not interfere with the execution of water supply or electrical arrangements or any other works entrusted to any other agency by the Department at any time during progress of work.

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

24. SITE CLEARANCE:

Such portion of the site of work as may be considered necessary for the purpose of alignment and demarcation shall be cleared of jungle, if any by the contractor at his own cost. The limits of the structure within which work will be carried out within the scope of the contractor shall be suitably demarcated by the Department. The contractor has to supply necessary labour at his own cost fixing benchmark pillars/alignment pillars / alignment and pegs and also for layout, leveling and profiling and maintaining the same till completion of the work. The contractor at his own cost will supply cement concrete pillars required for layout. The generally layout and Bench mark pillars already laid out by the Department is to indicate generally this alignment of Canal in the field. The contractor while taking up excavation works will preserve original pillars.

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

25. OTHER CONTRACTORS:

Contractor's operations shall be so planned as to prevent water from his work flowing or finding way in to the neighboring reaches. In the event of water from his reach flowing or finding way into the neighboring or subsequent reaches, the respective contractor shall be liable to pay compensation towards any expenditure incurred and loss or damage sustained by the concerned contractor(s) on account of the said reasons unless they otherwise mutually settle the issue amongst themselves. Provided that if there, by any dispute among the contractors on the account of such compensation arises, the decision of the Engineer-in-charge shall be final and conclusive and binding on concerned contractor.

26. ORDER BOOK:

An order book with pages serially numbered will be issued by the Executive Engineer shall be maintained by the Sectional Officer systematically till completion of the work and there after surrender it, to the Engineer-in-charge for record. The order book shall be available at the site during work hours for recording instructions relating to the work. Order regarding the work as and when necessary shall be entered in this book by the Executive Engineer or his superiors in office with their dated signature in exercise of statutory power vested on them which shall be duly noted by the contractor or his authorized agent with his dated signature. The Executive Sub-ordinate, the in charge of work shall also record his observations of defective work and such orders / observation

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entered in this book, and noted by the contractor agent shall be considered to have been duly given to the contractor, similarly orders entered by the Executive Engineer and Chief Construction Engineer shall be deemed to have been duly issued by the Engineer - in - charge for the contract.

27. CLAIM BOOK:

A claim book of pages serially numbered shall be issued by the Executive Engineer to the contractor who shall maintain it systematically and securely, and shall record in it such items as are not covered by his contract and or claimable as extra claim shall be entered in this book under the dated signature of the contractor or his duly authorized agent at the end of each month.

A certificate should be furnished by him along with those claims to the effect that beyond the claims entered in the book, the contractor has no other claims up-to-date. If in any month there are no claims, a recorded a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be definite and should give also as far as possible the quantities as well as the total amount claimed. The claim book must be submitted regularly by the contractor to the Engineer-in-charge by the 10th day of each month for his orders. Claims not made in this manner are liable to be summarily rejected. The claim book shall be finally surrendered by the contractor to the Engineer-in-charge for record.

28. RULE TO VERBAL ORDER:

It shall be the contractors responsibility to get any verbal orders, instructions or directions confirmed in writing without which no cognizance will be taken of such verbal orders, instructions or directions for settlement of any claim arising thereof.

29. STATUTORY OBLIGATIONS OF CONTRACTOR:

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

29.1. The contractor shall have to construct and maintain coffer dam as required for the work during execution at his own cost.

29.2. Bailing out water from foundation, construction of cross bund dewatering wherever necessary during execution of the work shall have to be done by the contractor at his own cost.

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

29.4. Department shall not pay compensation to the contractor for the damage occurred to the materials and work entrusted to his due to natural calamities.

30 DEPARTMENTAL RIGHT FOR DEVIATION IN QUANTITIES:

Right is reserved to make such increase or decrease in quantity or item of work mentioned in the schedule attached to the tender notice as may be considered necessary for satisfactory completion of the work and such increase or decrease shall in no way invalidate the contractor.

31. SAFETY OF MACHINERIES:

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

32. CONTRACTOR DYING, BECOMING INSOLVENT, INSANE OR IMPRISONED:

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

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

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

ii) To terminate the contract forthwith by notice in writing to the contractor or to the liquidator or receiver or to any person in whom the contract may become vested and to act in the manner as per prevalent clauses of P1 contract.

33. MEASUREMENT OF EACH WORK SHALL TAKE AS FOLLOWS:

Before commencement of work initial levels and to determine the final measurement of the work, final levels of the ground / river bed and bank or structural work as the case may be, shall be taken in presence of the contractor. The contractor will satisfy himself about the correctness of the initial and final levels entered in the level book issued by the Engineer-in-charge and in token of the acceptance of the said levels the contractor shall have to sign in each page of level book in which the said levels are recorded. Basing on these levels, the gross quantity of work executed by the contractor shall be arrived at. After completion of the work the contractor shall be given a written notice to attend the final measurement. On receipt of the notice, the contractor must have to attend the final measurement failing which the measurement ex-parte shall be taken by the Engineer-in-charge which shall be binding on the contractor. In case of the abandonment of work, if it is decided by the Engineer-in charge that final measurements of executed work shall be taken, the

same procedure shall be followed as in case of final measurement on completion of work. It is the responsibility of the contractor to make the site free from all problems to take measurement by the Executive Engineer or his authorized officer. If, in the opinion of the Engineer-in-Charge, the site is not free from problem for measurement and the contractor does not take any corrective measures to get rid of same, the Engineer-in-Charge shall make the site free from problem to take the measurement at the cost of the contractor and to determine cost involved thereof, certificate by the Engineer-in-Charge for the purpose, shall be conclusive and binding.

33.1. The Engineer-in-charge shall decide the contractual matters in accordance with codes, rules and acts in vogue which shall be binding on both parties.

34. REMOVAL OF CONTRACTOR'S MEN:

The contractor shall on the written direction of the Executive Engineer immediately removed from the works any person employed thereon, who may, in the opinion of the Engineer-in-charge, be incompetent or has misconduct himself. Such person shall not be employed again on the works without the written permission of the Engineer-in-charge.

35. DETAILS CALL NOTICE BEING PART OF CONTRACT:

The detail Tender Call Notice and all the Annexure there to will form the part of the agreement when the work will be awarded to the contractor. All the correspondences made with the contractor and all his correspondences with the department after the tender is received will also be attached with the agreement.

36. FAIR WAGES CLAUSE:

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

37. LABOUR LICENSE AND REGISTRATION:

The contractor is to furnish labour license as per the relevant labour Act and rules in force before signing the agreement, failing which execution of agreement will not be entertained.

Preference in price will be given to M/s Odisha Construction Corporation Ltd. as per relevant DOWR Govt. Odisha Circular No. 20754 dated 05.06.2002.

38. QUALITY CONTROL AND TESTING:

The quality control organization (Quality Assurance Division, Bhawanipatna, Kalahandi) of department will conduct necessary tests to ensure specifications and quality of execution of work as per standard procedures in vogue. The testing charges will be borne by the contractor.

39 TESTING OF THE STRUCTURES:

During execution of work, the contractor shall arrange the requisite equipments for testing of the work if found necessary at his own cost.

40 DEFECTS LIABILITY:

The contractor shall be responsible to make good of the defects at his own expense, which may develop or may be noticed before the expiry of one year from the certified date of completion and which is attributable to the contractor. All notices of such defect shall be given to the contractor promptly. In case, the contractor fails to make good of the defects, the Engineer-in-charge employ

other persons/ agencies to make good of such defect, and all expenses consequent thereof and incidental thereto, shall be borne by the contractor.

In the event Government takes over portions of works, as they are completed, the liability of the contractor under this clause for those portions shall extend to a period of one year from the actual date on which portions of the works are taken over to the possession of the Department.

41 ENGINEER-IN-CHARGE'S DECISION:

It shall be accepted as an inseparable part of the contract that in matters regarding materials, workmanship, removal of improper work, interpretation of the contract, drawing and contract specification, mode of procedure and the carrying out of the work, the decision of the Engineer-in-charge, which shall be given in writing, shall be final and binding on the contractor. The Engineer-in-Charge's final authority applies to technical consideration and does not include decisions regarding sums due to or from the contractor for extension of time.

42 PAYMENT OF PRICE ESCALATION IN THE CONTRACT CONTAINING THE PRICE ADJUSTMENT CLAUSE:

Payment is as per Ltr No.15847 dtd.19.11.2019 of Works Department, Govt. of Odisha as appended.

43. SETTLEMENT OF DISPUTE:

If the contractor considers any work demanded of him to be outside the requirements of the contract or considers any drawing record or ruling of the Engineer-in-charge, on any matter in connection with or arising out of the contract or carrying out of work to be unacceptable, he shall promptly ask the Engineer-in-charge in writing for written instruction or decision. There upon the Engineer-in-charge shall give his written instructions or decision within a period of thirty days of such request. Upon receipt of the written instruction or decision, the Contractor shall promptly proceed without delays to comply with such instruction or decision. If the Engineer-in-charge fails to give his instructions or decision in writing within a period of thirty days after being requested or if the contractor is dissatisfied with the instruction or decision of the Engineer-in-charge, the contractor may within thirty days after receiving instructions or decision of the Engineer-in-charge will approach to the higher authority who shall afford an opportunity to the contractor to be heard and to offer evidence in support of his appeal. The Authority shall give his decision within a period of thirty days after the contractor has given the said evidence in support of his appeal, which shall be binding upon the contractor.

44. RESOLUTION OF DISPUTES:

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

45. JURISDICTION OF COURT:

For the purpose of jurisdiction in the event of dispute, if any contractor should be deemed to have entered into within the State of Odisha and it is agreed that neither party to the contract has the right to bring a suit in regards to the matter covered by the agreement or contract at any place outside the state Odisha.

45.1. If any further necessary information is required, the Engineer-in-charge will furnish such information on written request, but it must be clearly understood that tender must be received in order and according to instruction / specifications appended herewith.

46. Deleted**47 CEMENT:**

The Cement manufactured inside the State of Odisha is to be used as mentioned in Technical Specification.

48. STEEL:

Reinforcement bar manufactured by Steel Authority of India Ltd. (SAIL) / RINL is to be used.

49. ROYALTY OF CONSTRUCTION MATERIALS:

Royalty of construction materials at the rate specified by the Government of Odisha will be recovered from the bills of contractor unless the contractor produces proof of payment of royalty at the source in shape of K-Form.

Signature of witness

signature of contract

DETAILED TENDER CALL NOTICE

Sealed **percentage rate** bids are invited **online in single cover system** from **Electrical Contractor License Class HT MoU With PM-SURYAGHAR:MUFT BIJLI YOJANA or Register Vendor of PM-SURYAGHAR:MUFT BIJLI YOJANA** contractors registered with the State Government and contractors of equivalent Grade / class registered with Central Government / MES / Railways having registration for Civil, Electrical and P.H. works for execution of Civil / P.H. / E.I. works on production of definite proof from the appropriate authority in prescribed form to be eventually drawn in P.W.D. FORM P-1 for the work **“Supply , Installation, Testing and commissioning of 42 KWP GRID-Interactive Hybrid Solar Power plant with Lithium Battery Energy storage system (BESS) INCLUDING Module Mounting Structure, Inverters, Electrical Accessories, Earthing, Civil Works and Compressive Maintenance at Administrative Building of CCE,BHIP,Dasapalla..”** at an estimated cost of **Rs. 41.91 Lakh/- (Rupees forty one point nine one lakh)** only. Contractors not registered with Govt. 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 Govt. before award of the work as per prevalent registration norms of the state.

- a) This tender is of consisting of **Electrical works**.
 - b) This detailed Tender Call Notice along with the clauses mentioned herein shall form a part of the contract and agreement.
1. The Bid documents are available on official website of Government: <https://www.tendersodisha.gov.in> from **10.00 Hours** of **Dt. 03.08.2026** to **17.00 hours** of Dt. **18.08.2026**. The last date and time of submission of Bid is as per contract data.
 2. The Bid documents (**Cover**) will be opened by the assigned officer in the office of the **Executive Engineer, Brutang Irrigation Division, Dasapalla** at **11.00 hours on 19.08.2026**. **Cost of Bid documents** is to be remitted online through e-payment gateway for **Rs.6,000/-** towards the paper cost of each bid respectively.
 3. The bid is to be submitted in containing scanned copy of Contractor Registration Certificate, GST Registration Certificate, GSTIN, PAN, List of similar nature of works, work in hand, list of machineries, affidavit, and all other documents required as per the relevant clauses of this DTCN. The contractor belonging to outside state of Odisha and not started business should submit an undertaking in the form of an Affidavit indicating therein that they are not registered under Odisha GSTIN as they have not started any business in the state and they have no liability under the Act. But before award of final contract, such bidders will have to produce the Odisha GSTIN and the **BID** duly filled in and signed by the bidder..
 4. Furnishing scanned legible copy of Original Contractor Registration certificate, valid GSTIN, PAN card along with the Technical Bid is mandatory otherwise his/ her bid shall be declared as non-responsive and thus liable for rejection.
 5. If an individual makes the application, the individual should sign (with DSC) above his full type written name and current address.
 6. If the application is made by proprietary firm, it shall be signed (with DSC) by the proprietor & furnish full type written name and the full name of his firm with its current address in a forwarding letter.
 7. If the application is made by a firm in partnership, it shall be signed (with DSC) by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.
 8. If the application is made by a limited company or a corporation, it shall be signed (with DSC) by a duly authorized person holding power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence along with the technical bid.
 9. The tender should be strictly in accordance with the provisions as mentioned in the tender schedule. Any change in the wordings will not be accepted.
 10. The work **““Supply , Installation, Testing and commissioning of 42 KWP GRID-Interactive Hybrid Solar Power plant with Lithium Battery Energy storage system (BESS) INCLUDING Module Mounting Structure, Inverters, Electrical Accessories, Earthing, Civil Works and Compressive**

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Maintenance at Administrative Building of CCE,BHIP,Dasapalla is to be completed in all respects within **Sixty two (62) which is Original Work: 02 (Three calendar months).Maintenance work: (60) (Sixty Callender Months)** calendar months from the date of issue of work order. Before acceptance of tender, the successful bidder will be required to submit a work programme and milestone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on the part of the agency to achieve the milestone liquidated damage will be imposed

11. If the application is made by proprietary firm, it shall be signed (with DSC) by the proprietor & furnish full type written name and the full name of his firm with its current address in a forwarding letter.
12. If the application is made by a firm in partnership, it shall be signed (with DSC) by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.
13. If the application is made by a limited company or a corporation, it shall be signed (with DSC) by a duly authorized person holding power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence along with the technical bid.
14. The tender should be strictly in accordance with the provisions as mentioned in the tender schedule. Any change in the wordings will not be accepted.
15. The work **Supply , Installation, Testing and commissioning of 42 KWP GRID-Interactive Hybrid Solar Power plant with Lithium Battery Energy storage system (BESS) INCLUDING Module Mounting Structure, Inverters, Electrical Accessories, Earthing, Civil Works and Compressive Maintenance at Administrative Building of CCE,BHIP,Dasapalla** is to be completed in all respects within **Eleven (62)** calendar months from the date of issue of work order. Before acceptance of tender, the successful bidder will be required to submit a work programme and milestone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on the part of the agency to achieve the milestone liquidated damage will be imposed
(Amendment to Para-3.5.18 Note-VIII of OPWD Code Vol.-I).
16. All tenders received will remain valid for a period of **90 days** from the last date prescribed for receipt of tenders and validity of tenders can also be extended if agreed by the tenderers and the Department.
17. The tenderer shall carefully study the tentative drawings and specifications applicable to the contract and all the documents, which will form a part of the agreement to be entered in to, by the accepted tenderer and detailed specifications for Odisha, and other relevant specifications and drawings, which are available. Complaint at a future date that the tenderers have not seen plans and specifications cannot be entertained.
18. The drawings furnished with the tender are tentative and subject to revision or modification as tendered during the execution as per actual necessity and detail test conducted. But the tendered rates quoted by the tenderer will hold good in case of such modification of drawings during the time of execution and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-Charge as and when required.
19. By admission of a tender for the work, a tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, about the quality and availability of the required quantity of material including the wheat/ rice referred to above, medical aid, labour and food stuff etc., and that rates quoted by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted rates including labour and materials with taxes, octroi, other duties, lead, lifts, loading and unloading, freight for all materials and all other charges necessary for the completion of the work, to the entire satisfaction of the Engineer-in-Charge of the work and his authorized subordinates. After acceptance of the contract rate Government will not pay any extra charges for any reason in case the contractor claims later on to have misjudged as regard availability of materials, labour and other factors.

For the purpose of estimate, the approved quarry lead is to be provided judiciously. Engineers in charge would be responsible for ensuring the quality of the materials supplied. The contractors would, however, be responsible for procurement of material from authorized sources and voluntarily disclose the source of procurement for the purpose of billing. Besides, the bidder would be required to submit the details of quarry for procurement while submitting the bids.

(Amendment to Para-3.4.16 (a) (vii) of OPWD Code Vol.-I by substitution).

20. The tender should be accompanied with the *Scanned copies of the valid Contractor Registration certificate, GST Registration Certificate, GSTIN and PAN card* which are mandatory, otherwise his/her bid shall be declared as non-responsive and thus liable for rejection. The contractor belonging to outside state of Odisha and not started business should submit an undertaking in the form of an Affidavit indicating therein that they are not registered under Odisha GSTIN as they have not started any business in the state and they have no liability under the Act. But before award of final contract, such bidders will have to produce the Odisha GSTIN.
21. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the items mentioned in the Tender Call Notices. Any change in the wording will not be accepted.
22. The department reserves the right of authority to reject any or all tenders received without assigning any reason whatsoever.
23. The earnest money of the L-1 bidder will be retained and will be dealt with as per terms and condition of O.P.W.D. Code. The retention of E.M.D. with the Department will carry no interest.
24. The Engineer-in-charge will notify the bidder / tenderer whose bid has been accepted of the award prior to expiration of the validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the conditions of Contract called the "Letter of Acceptance") will state the sum that the Engineer-in-charge will pay the contractor in consideration of the execution, completion and maintenance of the Works by the contractor as prescribed by the contract (Hereinafter and in the contract called the "Contract Price").

The Notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (Initial Security Deposit) in form of Deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account/National Savings Certificate / Post Office Time Deposit Account duly pledged in favour of the **Executive Engineer, Brutang Irrigation Division, Dasapalla**, payable at **Dasapalla** and in no other form, which including the amount already deposited as bid security (earnest money) shall be 2% of the value of the tendered amount and sign the agreement in the P.W.D. form No. P-1 (Schedule XLV No. 61) for the fulfillment of the contract in the office of the **Executive Engineer, Brutang Irrigation Division, Dasapalla**, payable at **Dasapalla** or as directed. The security deposit together with the earnest money and the amount withheld according to the provision of P-1 agreement shall be retained as security for the due fulfillment of this contract and additional performance security in accordance with the provisions of the agreement.

The agreement will incorporate all agreements between the officer inviting the bid/ Engineer-in-Charge and the successful bidder within 15 days following the notification of award along with the Letter of Acceptance. The successful bidder will sign the agreement and deliver it to the Engineer-in-Charge. Following documents shall form part of the agreement.

- a) 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 leading thereto & required amount of performance security including additional performance security.
- b) Standard **P.W.D. Form P-1 with latest amendments**. Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the Bid Security (earnest money) .No contract (tender) shall be finally accepted until the required amount of initial security money is deposited. The security will be refunded after **12 (Twelve) months** of completion of the work and payment of the final bill and will not carry any interest. As concurred by Law Department & Finance Department In their U.O.R. No 848, dt.21.05.97 J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where tenderers back out from the offer before acceptance of tender by the competent authority.

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25. The contractor should be liable to fully indemnify the Department for payment of compensation under workmen compensation act. VIII of 1923 on account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.
26. Tenderers are required to liable by fair wages clause as introduced by Govt. of Odisha, Works Department letter No.VII (R&B) 5225, dt.26.2.55 and No.II, M-56/61-28842 (5), dt.27.9.61.
27. The contractor shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category.
- a) Rent, royalties, cess and other charges of materials and all other taxes including GST from time to time, Ferry tolls, conveyance charges and other cost on account of land buildings including temporary building required by the tenderer for collection of materials, storage, housing of staff or other purpose of the work are to be borne by the contractor at his own cost. No rent will be payable to Govt. for temporary occupation of land owned by govt. at the site of the work for bonafide use of the land for work and all such construction of temporary nature by the contractor shall be done after obtaining written permission from the Engineer-in-Charge of the work and all such construction shall have to be demolished and debris removed and ground made good and cleared after completion of the work at no extra cost.
 - b) Royalty will be recovered from each bill as notified by Govt. from time to time unless K Forms are enclosed. Refund of royalty at later date after passing of the bills cannot be entertained as the recovery of royalty is being credited to revenue.
 - c) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local labour laws and health authorities shall have to be provided by the Contractor.
 - d) Arrangement of suitable water supply including pipe water supply where available for the staff and labour as well as for the execution of the work is sole responsibility of the Contractor and no extra cost for carriage of water will be entertained. e) All fees and dues levied by Municipal, Canal or Water Supply Authorities are to be borne by the Contractor.
 - f) Suitable safety equipments and dresses, gloves, life belts etc. for the labour engaged in risky operations are to be supplied by the contractor at his own cost.
 - g) Suitable fencing barriers, signals including paraffin and electric signals where necessary at work and approaches in order in project the public and employees from accident has to be provided by the Contractor at his own cost.
 - h) Compensation including cost of any legal suit for injury to persons or property arising out of execution of the work and also any sum, which may become payable due to operation of the workmen compensation act, shall have to be borne by the contractor.
 - i) The contractor has to arrange adequate lighting arrangements for the work wherever necessary at his own cost.
28. No payment will be made for layout, benchmark, level pillars, profiles and benching and leveling the ground required, which has to be carried out by the contractor at his own cost. The rates to be quoted should be for finished items of work inclusive of carriage of all materials and all incidental items of work.
29. After the work is finished all surplus materials should be removed from the site of work, preliminary work such as vats, mixing platforms, etc. should be dismantled and all materials removed from the site and premises left neat and his should be inclusive in the rates. No extra payment will be made to the Contractor in this account.
30. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works quantity of any item besides estimate amount unless written order is obtained from the competent authority and rate settled before the extra items of work or extra quantity of any items of work is taken up.
31. The tenderers shall have to abide by the C.P.W.D. safety code rules introduced by the Govt.of India, Ministry of Works and Housing & Supply in their standing order No.44150, dt.25.11.57.

32. No part of the contract shall be sublet without written permission to the concerned Executive Engineer or transfer to be made by the power of attorney authorizing others to receive payment on contractor's behalf.
33. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in all the offices issuing the documents and office of the under signed during office hours every day except on Sundays and Public Holidays till last date of sale and receipt of tender papers. Interested bidders may obtain further information at the same address. But it must be clearly understood that tenders must be received in order and according to instructions in complete shape. Incomplete tender is liable for rejection.
34. Deleted
35. Deleted

31.Payment for variation in price - (Latest Amendment vide W.D office Memorandum No.15847 dt.19.11.2019)

31 (1) Contract price shall be adjusted for increase or decrease in rates and price of labour , materials, fuels and lubricants in accordance with the following principles and procedures and as per formula given in following Paras.

- i. The Price adjustment shall apply for the work done from the start date given in the contract data up to end of the initial intended completion date of extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.
- ii. The price adjustment shall be determined during each month from the formula given in following paras.
- iii. Following expressions and meanings are assigned to the work during each month.

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

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

The formula (e) for adjustment of prices are:

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

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

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

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

M0 = The all India wholesale price index (all commodities) on 28 days preceding the date of opening of Bids, as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

M1 = The all India wholesale price index (all commodities) for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

PM = Percentage of local materials component (other than cement, steel, bitumen and POL) of the work.

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

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

$$VC = 0.85 \times PC / 100 \times R \times (C_1 - C_0) / C_0$$

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

C0 = The all India wholesale price index for Ordinary Portland Cement (OPC) on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

- C1 = The all India wholesale price index for Ordinary Portland Cement (OPC) for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.
- PC = Percentage of Cement Component of the work.

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

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

$$VS = 0.85 \times PS/100 \times R \times (S1 - S0/S0)$$

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

S0 = The all India wholesale price index for Steel (Mild Steel Long Products) on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

S1 = The all India wholesale price index for Steel (Mild Steel Long Products) for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

PS = Percentage of Steel Component of the work.

Note: For the application of this clause, Index of (Mild Steel Long Products) has been chosen to represent Steel group.

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

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

$$VB = 0.85 \times Pb/100 \times R \times (B1 - B0/B0)$$

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

B0 = The official retail price of bulk Bitumen at the IOC/BPCL depot at nearest center on the day 28 days prior to date of opening of Bids.

B1 = The official retail price of bulk Bitumen at the IOC/BPCL depot at nearest center on the day 15 days of the month under consideration.

Pb = Percentage of Bitumen Component of the work.

31 (a) (v): Adjustment towards differential cost of Pipes.

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

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

V_{pi} = Differential cost of Pipe i.e. amount of increase or decrease in rupees to be paid or recovered during the month under consideration.

P_{pi} = Percentage of Pipe Component of the work.

P_{i1} = All India wholesale price index of Pipe for the period under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

P_{i0} = All India wholesale price index of pipe on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

31 (b): Adjustment of Labour Component.

Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:

$$VL = 0.85 \times PL/100 \times R \times (L1 - L0)/L0$$

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

LO = The minimum wages for unskilled labour as Notified by Government of Odisha as prevailed on the last stipulated date of receipt of tender including extension, if any.

L1 = The minimum wages for unskilled labour as Notified by Government of Odisha as prevailed on the last date of the Month previous to the one under consideration.

PI = Percentage of labour component of the work.

31 (c): Adjustment of POL (fuel and lubricant) Component.

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

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

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

F₀ = The official retail price of High Speed Diesel (HSD) at the existing consumer pumps of IOC / BPCL / HPCL at nearest center on the day 28 days prior to the date of opening of Bids.

F₁ = The official retail price of HSD at the existing consumer pumps of IOC / BPCL / HPCL at nearest center for the 15th day of the month under consideration.

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

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

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

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

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

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

P₀ = The all India wholesale price index for manufacture of machinery for mining, quarrying and construction on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

P₁ = The all India wholesale price index for manufacture of machinery for mining, quarrying and construction for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

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

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

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

Sl. No.	Item in WPI 1993-94 series	Item in WPI 2004-05 series	Item in WPI 2011-12 series
01.	Cement	Grey Cement	Ordinary Port land cement
02.	Bars & rods	Rebars	Mild steel long products
03.	Heavy Machinery & parts	Construction Machinery	Manufacture of machinery for mining, quarrying & construction.

31 (e): APPLICATION OF ESCALATION CLAUSE:

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

Sl. No.	Category of works		% Component (cost wise)		
			Labour (PI)	POL (PI)	Steel (Ps) + Cement (Pc) + Bitumen (Pb) + Pipes (Pi) + Plant & Machinery Spare & Component (Pp) + Other Materials*.
01	R&B works (% of component)	Road works	5	5	90
		Bridge works	5	5	90
		Building works	5	5	90
02	Irrigation works (% of component)	Structural works	5	5	90
		Earth, Canal & Embankment work	5	5	90
03	P. H. Work	Structural work	5	5	90
		Pipeline work	5	5	Pipe-70% *Machinery + Other material-20%
		Sewer Line	5	5	Pipe-70% *Machinery + Other material-20%

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

Appendix to BID Schedule of Adjustment Data

{For all works, adjustment factor for Labour and POL shall be considered @ 5% each Steel, Cement, Pipes, other Materials and Machinery shall contribute to 90% of Price Adjustment and shall be calculated for each work separately during preparation of estimate, shall be approved by the authority during technical sanction as a "Schedule of Adjustment Data" and shall form part of the Bid Document}

Cl. No.-31 of F2/P1 Contracts Sl. No.	Index description	Source of Index	Base value*	Base Date*	Weightage of Item**
31(a)(i)	Other Materials	All India Whole sale price index (all commodities) as published by the Economic Advisor to the Govt. Of India, Ministry of Commerce and Industry.			
31(a)(ii)	Cement	Whole sale price index for Cement (Ordinary Portland Cement) as published by the Office the Economic Advisor to the Govt. Of India, Ministry of Commerce and Industry.			
31 (a)(iii)	Steel	Whole sale price index for Steel (Mild Steel-Long Products) as published by the office of the Economic Advisor to the Govt. Of India, Ministry of Commerce and Industry.			
31 (a)(iv)	Bitumen (VG-30)	Official retail price of bulk bitumen at the nearest IOC/HPCL depot.			
31 (a)(v)	Pipes	Whole sale price index for the type of Pipe under consideration, as published by the office the Economic Advisor to the Govt. Of India, Ministry of Commerce and Industry.			
31 (b)	Labour	Minimum wage notified by the Labour and Employee's State Insurance Department of Govt.			5%

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		Of Odisha, India			
31 (c)	POL	Official retail price of HSD at nearest IOCL/HPCL/BPCL Consumer pump depot.			5%
31 (d)	Plant and Machinery	Whole sale price index for Manufacture of Machinery for Mining, Quarrying and Construction as published by the office the Economic Advisor to the Govt. Of India, Ministry of Commerce and Industry.			
				Total:	100%

*Values to be filled up at the time of drawl of contract

*Values to be filled up at the bid document.

36. If any advance / Secured advance is granted by the Department the same will bear interest at the rate of 18% P.A.
37. All items of work as per schedule of quantities of this tender should confirm to Odisha Detailed Standard Specification. I.R.C. & I.S.I. Codes & Bridge code section I,II,III,IV&VII & latest design criteria for pre-stressed concrete bridge specially for Roads & Bridges issued by MoRT&H., Government of India, Compacting shall have to be carried out with help of mechanical vibrators from the range of I.S.:2505, I.S.:2006, I.S.:2514. I.S.:4656.
38. Centering & Shuttering shall be with suitable steel shutters in side of which shall be lined with suitable sheeting and made leak proof and watertight. All joints in formwork shall be properly sealed preferably with P.V.C. joints sealing tapes & compounds.
39. Form work including complete false work shall be designed by the Contractor without any extra cost to employer and the Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures, if found defective in their opinion. Any eventually such as loss of lives or property due to failure of centering and shuttering shall be the responsibility of the Contractor regarding compensation of all claims thereof.
40. Cement shall be used by bags and weight of one bag of Cement should be 50 (fifty) Kg. net & the Engineer-in-Charge or his representative shall have the right to test the weight & quality from time to time.
41. The tenderers shall make all arrangements for proper storage of materials but no cost for raising shed for store and pay of security guard etc. will be borne by the Department. The department is not responsible for any theft or loss of materials at site. It is contractor's risk. Under any such plea, if the tenderer stops the work he shall have to pay the full penalty as per clauses of the contract.
42. Approach road to site of work for transport of materials to site of work is sole responsibility of the Contractor. Statutory traffic restriction in the town area for Transport of construction material to site of work is to be taken in to consideration before tendering and no consideration for extra time or compensation thereof shall be considered.
43. The contractor should at his own cost arrange necessary tools and plants required for efficient execution of work and the rates quoted should be inclusive of transportation, hire and running charges of such plant and cost of consumables.
44. The contractor shall properly co-ordinate with the execution of P.H. and Electrical works and take care of the safety of workers.
45. The machineries if available, with the department may be supplied on hire as per charges noted in the enclosed statement and may be changed from time to time subject to the condition that the contractor will execute in advance an agreement with the Engineer-in-Charge.
46. No claim whatsoever will be entertained for supply of machineries. No extension of time will be granted to the contractor under this ground under any circumstances

47. The tenderer should furnish along with their tender a list of works executed during the last five years duly certified by the concerned Engineer-in-charge indicating the satisfactory completion for Civil, P.H. & Electrical works as per the proforma enclosed in a separate sheet of **Schedule-D**.
48. The tenderer or any of its constituent partners of whose contract for any work has been rescinded or who has abandoned any work in the last five years prior to the date of Bid shall be debarred from qualification. The tenderer is to furnish an affidavit at the time of submission of tender paper about the authentication of tender documents. An affidavit to this effect is to be furnished in **Schedule-F** and information in **Schedule-E**
49. It should be clearly understood that :
- a) The joints of the bars are to be provided with lapping, welds or bolts nuts as well be directed by the Engineer-in-charge.
 - b) Concrete test specimens 150mm × 150mm × 150mm in size (whether plain or reinforced concrete) for the testing shall be taken for each structural member by a representative of the contractor in the presence of responsible officer of the rank not lower than that of an Assistant Engineer or sub-Divisional Officer. The contractor shall bear the cost so involved in testing. The test specimen in cube should be carried out in the Departmental Control and Research Laboratory of Cuttack or Bhubaneswar. Test should be carried out in accordance with the stipulation in Bridges code section-III.
 - c) Test specimens shall be formed carefully in accordance with the standard method of taking test specimen and no plea shall be entertained later on the grounds that the casting of the test specimen was faulty and that the result of the specimen did not give a correct indication of the actual quality of concrete.
 - d) Plain concrete and reinforced concrete specimens will be tested in **Quality Control and Research Laboratory as per direction of Engineer-in-charge**. Cost of testing of all specimens and samples will be borne by the Contractor.
50. The rates quoted should be inclusive of carriage of water required in connection with execution of the work. No claim for carriage of water whatsoever will be entertained.
51. The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice at his cost if the work as shown in the tender exceeds `2,50,000.00. The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date, when 90% of the work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
52. Deleted.
53. It is the responsibility of the contractor to procure and store explosive required for blasting operation. Department may render necessary possible help for procuring license.
54. For submission of a tender for the work, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work about the quality and availability of the required quantity of materials, Medical aid, labour and Flood stuff etc. and that the rates quoted by him in the tender will be adequate to complete the work according to the specifications attached thereto and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted labour rates and materials with taxes, Octoroi and other duties lead, lifts, loading and unloading freight for materials and all other charges necessary for the completion of the work to the entire satisfaction of the Engineer-in-charge of the work and his authorized subordinates. After acceptance of the contract rates Government will not pay any extra charges for any reason in case the contractor finds later on to have misjudged the conditions as regards the availability of materials, labour and other factors. The contractor will be responsible for any misuse, loss or damages due to any reasons whatsoever of any departmental material during the execution of work. In case of loss, damage or misuse, recovery at the rate at 5 times the cost of the materials will be deducted from the bills or his other dues.

55. The prevailing percentage of I.T. Department of the gross amount of the bill towards income tax will be deducted from the contractor's bill.
56. GST at source will be deducted as per the Government rule in force.
57. **Prevailing rate of cess i.e. @ 1% on estimated cost put to tender as per the Building and Other Constructed Workers (RE&CS) Act. 1996 and Buildings and Other Construction Workers Welfare Cess Act. 1996 (vide resolution No.-12653, dt.15.12.2008 of Labour and Employment Department, Govt. of Odisha) will be deducted from each running bill of the contractor.**
58. It must be clearly understood that under no circumstances any interest is chargeable for the dues or additional dues if any payable for the work executed and final bill pending disposal due to any reason whatsoever.
59. No extra payment will be made for removing spreading and consolidating salvaged metals and materials.
60. Under section 12 of contractors labour (Regulation and Abolition) Act. 1970 the contractor who undertakes execution of work through labour should produce valid license from licensing authorities of labour Department.
61. **Additional Performance Security :**

Additional Performance Security (As per Works Department OM No.173 dt.03.01.2026) shall be obtained from the bidder when the bid amount is less than estimated cost put to the tender. In such an event, only the successful bidder who has quoted less bid price / rates than the estimated cost put to tender shall have to furnish the Additional Performance Security as per the following rate. Additional performance security shall be taken on an incremental basis from the selected bidder for low bid prices in the project works as under.

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

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

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

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

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

(VI) Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and recommended to the competent authority of the Administrative Department for the approval of the Additional Performance Security (APS). An abnormally low bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Procuring Entity may, in such cases, seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any

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other requirements of the bid document. If, after evaluating the price analyses, the procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/Proposal. However, it would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered as an abnormally low bid.

The applicable Additional Performance Security (APS) shall have to be furnished by the successful bidder in shape of NSC/Post Office Savings Bank Account/Post Office Time Deposit Account/Kishan Vikash Patra/Bank Gurantee from any nationalized bank pledged in favour of the Executive Engineer, Brutang Irrigation Division, Dasapalla from any Nationalised / Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar within seven days of issue of Letter of Acceptance (LoA) by the Executive Engineer, Brutang Irrigation Division, Dasapalla (by e-mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled. Further, proceeding for blacklisting shall be CONTRACTOR EXECUTIVE ENGINEER BRUTANG IRRIGATION DIVISION initiated against the bidder. (Vide Office Memorandum No -14459/W dated 20.09.2018 of Works Department, Govt. of Odisha).

62. **Sample of all material** - The contractor shall supply sample of all materials fully before procurement for the work for testing and acceptance as may be requiring by the concerned Executive Engineer.
63. Super class contractor shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Odisha. Special class contractor shall employ under him one graduate Engineer and two Diploma Holders belonging to the state of Odisha. Likewise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Odisha. The contractor shall pay to the Engineering personnel monthly emoluments, which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Odisha. The Engineer-in Chief (Civil), Odisha may however assist the contractor with names of such unemployed Graduate engineers and Diploma Holders if such help is sought for by the contractor. The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill of the Super Class, Special Class or 'A' Class Contractor shall be accompanied by an employment Roll of the Engineering personnel together with a Certificate of the Graduate Engineer or Diploma Holder so employed by the contractor to the effect that the work executed as per the bill has been supervised by him. (Vide Works Department No. Codes M-22/91-15384 dated 9.7.91). The required certificate is to be furnished in the tender documents vide **Schedule-G**.
64. Engineering personnel of the executing agency should be present at work site at the time of visit of High level Inspecting officers in the rank of Chief Engineer and above.
65. All reinforced cement work should conform to Odisha Detailed specification and should be of proportion as per Contract Agreement having desired compressive strength (in work test) in 15 Cm cubes at 28days, after mixing and test conducted in accordance with IS 456 and IS 516.
66. Bailing out of water from the foundation, pipeline trenches S. Tanks/ Soak pits/ Sumps/ M.H. etc. either rainwater or sub-soil water if necessary should be borne by the contractor. No payment will be made for benchmarks. Level pillars, profiles and benching and leveling the ground wherever required. The rates quoted should be for finished items of works inclusive of these incidental items of work. It should be understood clearly that no claims whatsoever would be entertained.
67. The tenderer shall have to abide by the C.P.W.D. safety code rules introduced by the Government of India, Ministry of work Housing and Supply in their standing order No-44150 dtd.25.11.57.
68. The Contractor will have to submit to the Executive Engineer, Brutang Irrigation Division, Dasapalla , monthly return of labour both skilled and unskilled employed by him on the work.
69. All fittings for doors and windows P.H. & Electrical works as supplied by the Contractor should be of best quality and conform to relevant I.S. specification and should be got approved by the Engineer-in-charge of the respective wing before they are used on the work.

70. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing buildings, if found necessary and bear the entire cost of such test, including the inspection of Electrical Inspectorate.
71. All reinforced cement concrete works should be finished smooth.
72. The tenderer may at his option quote reasonable rate for each item of work carefully so that the rate for one item should not be unworkable low and for others too high.
73. The contractor has to arrange the samples of materials required for execution to be got tested and approved by the Department before taking up the work and during course of execution required from time to time. All such samples will be tested at any of the **Departmental Control and Research Laboratories**, at the cost of the Contractor with no extra cost to the Department.
74. If there is any damage to the work due to natural calamities like flood or cyclone or any other cause during the course of execution of work or up to 6 months after completion of work or if any, imperfection becomes apparent to the work within 6 months from the date of final certificate of completion of work the contractor shall make good of all such damages at his own cost with no extra cost to the Department. No claims, whatsoever, in this regard will be entertained.
75. The Fly Ash Bricks should be of good qualities. The bricks should be approved by the Engineer-in-Charge before use in the work and should confirm to the minimum strength and other criteria as per National Building Code.
76. Under Section 1 of contract labour Regulation and Abolition Act 1970 the contractor who undertakes execution of work through labour should produce valid license from the licensing authority of labour Department.
77. Standard co-efficient for linear measurement will be adopted while calculating consumption of steel and no claim whatsoever regarding difference in co-efficient of steel will be entertained. The rates quoted shall be inclusive of any eventuality of difference for co-efficient for linear measurements.
78. **Engineer Contractor** desirous to avail the facility of **exemption of E.M.D** is **required to submit an affidavit to the effect that he has not yet availed the facility / participated in the tender for more than two works** (Excluding this work) during the current financial year. The name of work for which participated and the authority to whom the tender was submitted must be mentioned in the affidavit, failing which the tender will be rejected.
79. That for the purpose of jurisdiction in the event of disputes if any of the contract would be deemed to have been entered in to within the State of Odisha and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any place outside the State of Odisha.
80. **SPECIAL CONDITIONS (PART OF THE CONTRACT)**
 - (I) All materials before they are being used in the items of works as per this Schedule of quantities and also the finished items of work where tests are applicable shall have to be tested through the Engineer-in-charge of the respective wing at appropriate Laboratories according to the relevant I.S. specifications of the materials and the said items of works and the cost of all such tests shall have to be borne by the Contractor and the rates of the items of works should be inclusive of cost of such tests.
 - (II) The tests have to be planned & carried out such that the progress of work is not hampered
 - (III) The tests are mandatory as per the prescribed frequencies and I.S. specifications. However, these are not exhaustive and the Engineer-in-charge has the right to prescribe other required test if any as will be considered from time to time.
81. In case of ambiguity between clauses of this D.T.C.N. and the **P-1** contract form, the relevant Clauses of the **P-1** contract form shall prevail over the D.T.C.N. The clauses not covered under **P-1** contract form shall be governed by the clauses of the D.T.C.N.
82. It must be definitely understood that the Government does not accept any responsibility for the correctness and completeness of the trial borings shown in the Cross Section.

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83. Schedule of quantities is accompanied in **Cover-II (Price Bid)**. It shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alternation or omissions, deductions or alternations set forth in the conditions of the contract and such omissions, deductions, additions or alternations shall no way invalidate the contract and no extra monetary compensation, will be entertained.
84. In case of any complaint by the labour working about the non-payment or less payment of his wages as per latest minimum Wages Act, the Executive Engineer will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the labour directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the Executive Engineer is final and binding on the contractor.
85. The contractor should arrange the materials like Steel, Cement, paint and bitumen etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the contractor due to delay in procurement of materials.
86. The bidder will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons what-so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
87. If the contractor removes Government materials supplied to him from the site of work with a view to dispose of the same dishonestly, he shall be in addition to any other liability civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the contractor or from his security deposit or from the proceeds of sale thereof.
88. The selected contractor may take delivery of departmental supply according to his need for the work issued by the **Sub-Divisional Officer in-charge** subject to the availability of the materials. The tenderer shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of security guard etc. will be borne by the Department. The Department is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the tenderer stops the work, he shall have to pay the full penalty as per clause of **P1** agreement.
89. The Department will have the right to supply at any time in the interest of work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rates inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
90. All the materials which are to be supplied from P.W.D. store will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required sizes in case of M.S. Rods or TOR Steel / M.S Angles, Tees and Joists etc. After the issue from the P.W.D. store, the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage. Cut pieces of steel more than one meter in length will be returned by the contractor at the issuing stores without conveyance charges.
91. Though Departmental issue of cement and steel has indicated, it may not be taken as binding. The contractor must have to arrange by themselves cement, steel, bitumen and every sort of materials from approved manufacturer, get it tested in the Departmental Laboratory and approved by the Department before use. No extension of time or escalation of price on such account shall be entertained in future.
92. TOR rods, plates and structural members will be supplied in quantity, length and size available in the stock. For payment of reinforcement, the steel including plates etc. shall be measured in length of different diameter, size and specification as actually used (including hooks and cranks) in the work correct to an inch or cm. And their weight calculated as per sectional weight prescribed by the Indian Standard Specification or as directed by the Engineer-in-Charge (Wastage of bars and unnecessary lapping will not be considered for measurement and payment).

93. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the concerned Executive Engineer with their bills, falling which the amount towards royalties of different materials as utilised by them in the work will be recovered from their bills and deposited in the revenue of concerned department.
94. **Trial Boring** - The foundation level as indicated in the body of the departmental drawing is purely tentative and for the general guidance only. The Department has no responsibility for the suitability of actual strata at the foundation level. The contractor has to conduct his own boring before starting the work and get the samples tested at his own cost to ascertain the S.B.C. and credibility of the strata at founding level while quoting his rates for tender the contractor shall take in to account of the above aspects.
95. Any defects, shrinkage or other faults which may be noticed within 12 (Twelve) months from the completion of the work arising out of defective or improper materials or workmanship timing are upon the direction of the Engineer-in-Charge to be amended and made good by the contractor at his own cost unless the Engineer for reasons to be recorded in writing shall be decided that they ought to be paid for and in case of default Department may recover from the contractor the cost of making good the works. The contractor is also required to maintain the road/ building for **12 (Twelve) months** from the date of successful completion of the work.
96. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the Govt. of Odisha harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the work. Also no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental damages so caused will have to be made good by the contractor at his own cost.
97. **Gradation of ingredients:** The coarse and fine aggregate shall meet the grade requirement as per the latest provision of relevant. I.S. Code / I.R.C. code / MoRT&H specifications.
98. Where it will be found necessary by the Department, the Officer-in-Charge of the work shall issue an order book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in this book by the P.W.D. Officer-in-Charge with their dated signatures and duly noted by the contractor or his authorized agents with their dated signature. Orders entered in this book and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the Department. The order Book shall be the property of the P.W.D. and shall not be removed from the site of work without written permission of the Engineer (Executive Engineer) and to be submitted to the Engineer-in charge every month.
99. The contractor should attach the certificate in token of payment deposit with the registration authority as per recent circular of the Government relating to his registration.
100. In case of any discrepancy in printing or omissions of statutory specifications or any other part or portion of the approved document during download of the bid document, the decision of the officer inviting the bid will be binding on the bidder.
101. The rates quoted by the contractor shall cover the latest approved rates of Labours, Materials, P.O.L. and Royalties. Arrangement of borrow areas i.e. Land, Approach Road to the building site etc. are the responsibility of the contractor.
102. The rate for each work of concrete items wherever dewatering is imperatively necessary the term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation of water. The quoted rates will be inclusive of this.
103. The contractor shall make requisition of claim book from the date of commencement of the work from the Department and shall maintain in proper P.W.D. form with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorized agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim

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must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days of each month for orders of the Engineer-in-Charge or competent authority. Claims not made in this manner or the claim book not maintained from the commencement of the work is liable to be summarily rejected. The claim book is the property of the P.W.D. and shall be surrendered by the contractor to the Engineer-in-charge after completion of the work or before recession of the contract by the Department whichever is earlier for record.

- 104.** Number of tests as specified in I.R.C. / MoRT&H / I.S.I specification required for the construction of roads / bridges / buildings or any other structural works will be conducted in any Govt. Test House /Departmental laboratories/reputed material testing laboratory as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection / transportation of samples /specimens etc. will be borne by the contractor. The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor.
- 105.** Even qualified criteria are met, the bidders can be disqualified for the following reasons, if enquired by the Department
- Making a false statement or declaration.
 - Past record of poor performance.
 - Past record of abandoning the work half way/ recession of contract.
 - Past record of in-ordinate delay in completion of the work.
 - Past history of litigation.
- 106.** In case the 1st lowest tenderer or even the next lowest tenderers withdraw in series one by one, thereby facilitating a particular tender for award, then they shall be penalized with adequate disincentives with forfeiture of EMD unless adequate justification for such back out is furnished. Appropriate action for black listing the tenderers shall also be taken apart from disincentives against the tenderer.
- 107.** The following documents which are not submitted with the Bid, will be deemed to be part of the Bid:

Sl. No	Particulars
1	Notice Inviting tender
2	Instruction to the Bidders
3	Conditions of Contract.
4	Contract data
5	Specifications
6	Drawings

108. ELIGIBILITY CRITERIA:

To be eligible for qualification, applicants shall furnish the followings. Non-furnishing of the following particulars shall be treated as ineligible.

- Required E.M.D (Bid Security) as per the Clause No.20 of DTCN.
- Cost of bid document towards Cost of tender paper as per Clause No.4 of DTCN.
- Scanned copy of valid Contractor Registration Certificate, GST Registration Certificate, GSTIN, PAN card along with the tender documents and the L-I bidder has to furnish the Original Registration certificate, GSTIN and Pan card for verification within (5) Five days of

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opening of Cover-II of the tender before Executive Engineer, Brutang Irrigation Division, Dasapalla as per Clause No-1, 5(i) and 21 of DTCN. The contractor belonging to outside state of Odisha and not started business should submit an undertaking in the form of an Affidavit indicating therein that they are not registered under Odisha GST as they have not started any business in the state and they have no liability under the Act. But before award of final contract, such bidders will have to produce the GST Registration certificate.

- d. License criteria as per Clause No.8 of DTCN and Schedule-J need to be furnished.
- e. Deleted
- f. Joint Ventures are not accepted.
- g. deleted
- h. Non submission of required information in schedule E , F and No relation certificate shall be treated as non-responsive and the bid shall be summarily rejected.

109. No Relation certificate.

The contractor shall furnish a certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above in the state P.W.D. or Assistant/Under Secretary & above in the Works Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money & the total security will be forfeited & he shall be liable to make good to damages the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide **Schedule-A**.

110. Time Control :- (Vide Works Department Office Memorandum No.24716 dtd.24.12.2005 and No.8310 dtd.17.05.2006)

- a) Progress of work and Re-scheduling programme.
 - i) The Executive Engineer / Engineer-in-Charge shall issue the letter of acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.
 - ii) Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.
 - iii) To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, 1/4th of the whole time allowed under the contract has elapsed, 1/2 of the whole of the work before 1/2 of the whole time allowed under the contract has elapsed, 3/4th of the whole of the work before 3/4th of the whole time allowed under the contract has elapsed.
 - iv) If at any time it should appear to the Engineer-in-Charge that the actual process of the work does not conform to the programme to which consent has been given the Contractor shall produce, at the request of the Engineer-in-Charge, a revised programme showing the modifications to such programme necessary to ensure completion of the works within the time for completion. If the contractor does not submit an updated Programme within this period, the Engineer-in-Charge may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
 - v) An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
 - vi) The Engineer-in-Charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer-in-Charge again at any time. A revised Programme is to show the effect of Variations and Compensation Events.
- b) **Extension of the Completion Date.**
 - i) The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the Engineer-in-

Charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.

- ii) The Contractor shall submit the Time & Progress Chart for each milestone Quarter wise indicating each month and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in- Charge and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.
 - iii) In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.
 - (1) Force majeure, or
 - (2) Abnormally bad weather, or
 - (3) Serious loss or damage by fire, or
 - (4) Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
 - (5) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
 - (6) In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
 - (7) Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.
 - iv) Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen (14) days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
 - v) In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.
- c) **Compensation for Delay.**
- If the contractor fails to maintain the required progress in terms of clause-2 of P-1 Contract or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the **Executive Engineer (whose decision in writing shall be final and binding)** may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause-2 of P-1 Contract or that the work remains incomplete. This will also apply to items or group of items for which a separate period of completion has been specified. Compensation @ 1.5% per month of for delay of work, delay to be completed on per Day basis. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work or to the Tendered Value of the item or group of items of work for which a separate period of completion is originally given. The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in contract data, or the rescheduled milestone(s) in terms of Clause-2.5, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount

mentioned against each milestone missed subsequently also shall be withheld. However no interest whatsoever shall be payable on such withheld amount.

d) Bonus for early completion

For availing incentive clause in any project which is completed before the stipulated date of completion, subject to other stipulations it is mandatory on the part of the concerned Executive Engineer to report the actual date of completion of the project as soon as possible through fax or e-mail so that the report is received within 7 days of such completion by the concerned Superintending Engineer, Chief Engineer & the Administrative Department. The incentive for timely, completion should be on a graduated scale of one percent to 05 percent of the contract value. Assessment of incentives may be worked out for earlier completion of work in all respect in the following scale.

Before 30 % of contract period = 5 % of Contract Value

Before 20 to 30 % of contract period = 4 % of Contract Value

Before 10 to 20 % of contract period = 3 % of Contract Value

Before 5 to 10 % of contract period = 2 % of Contract Value

Before 5% of contract period = 1 % of Contract Value

(Amendment to Para-3.5.5 (V) of Note-III of OPWD Code Vol.-I by inclusion vide O.M. No.5288 dt.04.05.2016)

e) Management Meetings

- i) Either the Engineer or the Contractor may require the other to attend a management meeting. The business of management meetings shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- ii) The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

Rescission of Contract (Amendment as per letter No.10639 dt.27.05.2005 of Works Department, Odisha):- To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence), 20% of the value of left over work will be realized from the contractor as penalty.

111. Building and other Construction Workers Welfare Cess @ 1% of the estimated cost as per tender notification read with latest corrigendum if any will be proportionately deducted from the contractor's bill at the time of making payment of each bill.
112. The tenderers are required to go through each clause of P.W.D. Form **P-1** carefully in addition to the clauses mentioned here in before tendering.
113. 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.
114. The safety certificate of the E.I. work will be furnished by the agencies after getting necessary verification from the electrical inspector / equally competent authority responsible for the work prior to Energisation of the building.
 115. Percentage rate contract (vide Works Department letter no.8310 dt.17.05.2006) In case of percentage rate tender:-
 - i) The Contractor has to mention percentage excess or less over the estimated cost (In figures as well as words) in the prescribed format appended to the tender document.
 - ii) Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in separate sealed envelope shall be opened, declared and recorded

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first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more works shall submit separate tender for each. Each tender shall have the Bid Identification No., Name & Sl. No. of the work (as per IFB) to which they refer, written on the envelope.

- iii) Only percentage quoted shall be considered. Percentage quoted by the Contractor should be accurately filled-in figures and words, so that there is no discrepancy.
- (1) If any discrepancy is found in the percentage quoted in words and figures, then the percentage quoted by the Contractor in words shall be taken as correct
 - (2) If any discrepancy is found in the percentage quoted in percentage excess/ less and the total amount quoted by the Contractor, then percentage will be taken as correct.
 - (3) The percentage quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess.
 - (4) The percentage quoted in the tender without mentioning excess / less supported with corresponding amount does not tally with either to percentage excess or less then it will be treated as percentage excess.
 - (5) The percentage quoted in the tender without mentioning excess / less supported with corresponding amount if tallied with the percentage then it will be treated as to which side the amount tallies.
 - (6) The Contractor will write percentage excess/ less up to **two decimal point** only.
 - (7) The tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections, over writings & interpolations where unavoidable should be made by making out, initialing, dating and rewriting.
- iv) In the contract P1 time is the essence. The contractor is required to maintain a certain rate of progress specify in the contract.
- v) The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
- vi) The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of next higher authority.
- vii) Bills for percentage rate tenders shall be prepared at the estimated rates for individual items only and the percentage excess or less shall be added or subtracted from the gross amount of the bill.

(Total 113 Clauses) only

TECHNICAL SPECIFICATION OF CIVIL PORTION OF WORK

Materials of following specification are to be used in work. The Tenderers 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 (However the grade of cement to be selected by the Engineer-in-Charge of work and compressive cube test before commencement of work in each batch).
2.	Steel	I.S. 432 (Plain) and 1786 (Tor)
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. Tarfelt 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

TECHNICAL SPECIFICATION OF INTERNAL ELECTRIFICATION WORKS

The details of internal wiring, the position of fittings, fans, switches and plug sockets etc. are indicated in the layout drawings. The position of light fittings, fans, switchboards etc. indicated in these drawings are only for the guidance of the supplier and the actual position of these shall be mutually decided between the supplier and the purchaser. The supplier shall submit the purchaser of his consideration and approval all runs of wiring and the exact position of all the points and the switch boxes first marked on the points buildings.

All internal wiring shall be done in conformity to the latest Indian standard specification/Rules, code of practice adopted by CPWD and other standard practices prevalent in the part of the country. For the purpose of the specification the terminology used shall be as defined in IS:732 and IS:1356 of the definition of points wiring. The installation shall be carried out in conformity to all requirements of IE Act, 1910 and IE Rules 1956.

- a) Ceiling rose in (in case of ceiling and exhaust fan).
- b) Ceiling rose or connector (in case of pendants except stiff pendant points)
- c) Bank plate (in case of stiff pendant).
- d) Socket outlet (in case of socket outlet points)
- e) Lamps holder (in case of wall Bracket, batten holder bulk head fitting and similar other fittings)
- f) Call bell / buzzer (in case words 'via' the switch shall be read 'via' the ceiling rose / socket outlet for bell push, where no ceiling rose / socket outlet its provided.

The following shall be deemed to be included in the point wiring

- a) Switch and ceiling rose are required
- b) In case of wall brackets, bulk head fittings, cables as required up to the lamp holders]
- c) Bushed conduit for porcelain tubing where cables pass through walls.
- d) All wood or metal blocks, boards and boxes, R.J. Boxes sunks or surface type including those required for fan regulator but excluding those under the distribution board and main control switch.
- e) Earth wire from 3 pin socket point to the common earth including connection to the earth drolley.
- f) Earth wire of 16SWG/14 SWG/I.G. wire for loop earthing of the fixture
- g) All fixing accessories such as clips, nails, screw, plug, rawl plug, wooden plug, round blocks etc. as required
- h) Joint for junction boxes and connecting the same as required
- i) Connections to ceiling rose or connection socket outlet, lamp holders, switch, fan regulators etc

The point wiring in case of fan and light points shall mean the distance between the control switch and ceiling rose, connect or back plate, socket outlet or lamp holder depending upon the fittings measured along the runs of wiring irrespective of the number of wires in run. In the case of socket outlet points, the length shall mean the distance between the socket outlet and the tapping point of live wire on the nearest switchboard or junction box, as the case may be.

In the case of exclusive socket outlet circuits wired on 'Joint Box' system of wiring, any junction provided for extending the wiring beyond the point referred to, shall be treated as the nearest tapping point. In case of call bell / buzzer points the length shall mean the distance between the call bell and the ceiling rose / socket outlet or the bell push (when the ceiling rose / socket outlet is not used).

Sub main shall include the earth wire of adequate size main distribution Board up to sub distribution board B.B. such wiring has been classified on the basis of length. For the internal lighting, either surface conduct wiring system or recessed conduit or batten wiring system shall be provided as specific in the bill of quantities and working drawings.

LED LIGHTS

1. LED light distribution pattern, illuminance, Luminous flux, chromaticity, color temperature, color rendering Index to applicable standard Lm79 & Lm80.
2. LED lights should be as per standards IEC EN 60598 and IEC61547.
3. LED luminaires should in function in a temperature range -30°C + 60°C under 95% relative humidity condition to simulate adverse operating environment.
4. The LED produces should meet safety standards as per EN60598, EMC/EMI standard as per EN611547/EN 55015 and EN61000-3-2 and 61000-3-3 for Harmonics.
5. The electronic driver should work in the short circuit and open circuit conditions and should work in the voltage range 90V to 3000 volts.
6. LED lighting fixtures should be manufactures with LEDs of on only reputed makes such as Cree, Samsung, Lumiled osram and other equivalent.
7. The officer-in-charge has reserve the right to inspect and tested the quality in Govt. laboratory to ensure technical qualifications to meet the requirements.
8. LED lights no toxic materials U V and IR spectrum protects insect life.
9. It should be manufacture with die-cast aluminium with required colour as per manufacture for released months.
10. The LED lights Should function 90 to 380V, 50/60 Hz, PF-0.9 (230V AC), Copper temp- 3000K/4000K/ 6000K/ operation temperature - 20°C + 50°C in-gross protection-IP 20, lifespan 30000hrs.

A.C. Machine

The tenders should furnish following documents in cover-1.

1. Detail drawing and design.
2. Technical specification as per manufactures norms supp.
3. Detail of equipments and material supplied.
4. Make, model with individual price may be furnished.
5. All the materials and equipments must be confirming to ISI.

Lighting arrester

Supply, Installation, Testing and Commissioning of Copper Plate Earthing (600x600x3mm)with running Copper Flat 25x5mm from copper plate to funnel of 40mm dia GI PIPE heavy duty with including all accessories, excavation of earth and providing masonry work with cover plate having locking arrangement and and , charcoal, salt , funnel , tinned brass bolt, check nut and washer complete in all respect as per Direction of Engineering -in-Charge.

ABB optimised phase rod 30 ESE Terminal & mounting mast or pole (2meter) mounting MAST (3Meter) with galv wire and base plate.

D.G. Set

DG set should be capable of running continuously for unlimited hours in a year, stopping required only for service duration.

Diesel Engine

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Duty : Continuous running

Type: 4Stroke, Turbo Charged, aftercooled

Capacity: 32 Liter.

Cooling: Radiator

Governing: Full electronic

Fuel injection: Electronic Unit injectors

Alternator :

Rating: 1010 KVA/808 KW at 415 volt, 0.8pf, 50Hz, 3phase, 4wire@1500rpm.

Duty: Continuous running

Type: Self excited, self regulated, single bearing, IP-23

Efficiency:92%

- Above engine alternator should be assembled on a steel fabricated common base frame.
- Five sided Acoustic enclosure would be required to reduce noise.
- 990 L fuel tank would be placed outside acoustic enclosure.
- 2Nos. 12Volt, 180AH reputed make batteries.
- Set of Antivibration mountings.
- First fill of engine oil.
- Heavy duty silencer.

Design Criteria

The generator asset meets transient response and block loading steps as per ISO 8528-5

Single-Source Supplier

Fully prototype tested with torsional analysis.

Conduit wiring

For recessed conduit wiring system the conduit shall be placed in the ceiling / columns etc. before the casting of the slab or column. The conduit pipes shall be properly positioned and fixed so that it will not be displaced at the time of concreting. The junction boxes provided shall be so arranged that its cover will be flush with the finished surface of the ceiling or column.

For placing the conduits in the walls, chases of ample dimension shall be made neatly to fix the conduit in a desired manner. The conduit pipe shall be fixed by means of staple or saddles not more than 600mm apart. Fixing of standard bends or elbows shall be avoided and all curves maintained by bending the conduit itself with a long radius will permit easy drawing of the conductors. Suitable inspection boxes shall be provided to permit periodical inspection and removal or replacement of wires if necessary. There shall be mounted flush with the wall with holes in the cover of the box.

The switch or regulator box shall be made of metal on all sides except on the front where backlight sheet or Perspex cover painted to match the colours of the wall shall be used in case of surface wiring system. For recessed wiring system, these boxes shall be made flush with the conduit of each conduit or section shall be completed before conductors are drawn in. The entire system of conduit after installation shall be tested for mechanical strength and electrical continuity throughout the earthing of the entire installation shall be carried out in accordance with I.E. Rules and standards. The number of wires drawn in the conduits shall not exceed the numbers those specified in Indian standard specification No.732.

Main and Sub distribution Boards:

The position of main boards for lighting and sub distribution board for different buildings are approximate and the exact location shall be given to the successful tenderer at the time of installation. The scope of this specification includes installation of the panel boards and distribution boards and making necessary connections. The installation of the boards shall be done strictly in accordance with the details supplied with the specifications; the instructions supplied by the switchgear manufacturer, Indian standard

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specifications and H.E. rules. The supplier shall submit the details of installations to the purchaser for his consideration and approval, prior to installation.

When the switchboards are wall / column mounted top, they shall, be mounted on a suitable angle iron framework. All the metal supports etc. shall be protected against corrosion. The mounting height for such switchboards shall be such that it can be conveniently operated.

Earthing

Earthing shall generally be carried out in accordance with the requirements of Indian Electricity Rules and the relevant rules and regulations of electrical supply authorities. The complete earthing work for the installation covered by this specifications shall also be provided taking into account Indian Standard Specification No.IS:732 and IS:3043. The earthing system adopted shall also have adequate mechanical strength.

The work shall include earthing of non-current carrying metallic parts of all the equipment, light fittings, conduit pipes, cable and cable supports and earth strips (the design to be approved by the purchaser) and all the inter connection between the earthing system to a value mutually agreed upon\ between the purchasers and the supplier.

Installation, testing and Commissioning:

The supplier shall be responsible for the installation testing the commissioning of all the equipment and materials supplied by him against this specification. This shall also include the provision of miscellaneous wiring and supports and earthing in compliance with Indian Electricity rules and to the full satisfaction of the Government Electrical Inspector. All small items such as clamps, bolts, nuts, racks, supports, miscellaneous wiring etc. required to make the installation complete, shall constitute the part of major items specified in the bill of quantities and the tenderer should quote for each item taking these into consideration.

The responsibility of the supplier shall include receiving all the equipment and materials at site, storage for required period, handling the same at the site of erection, final execution , erections, revisions of equipment, if any, testing and commissioning and handing over the installation complete in all respect to the entire satisfaction of the purchaser's authorized representative. The supplier shall make good of all the damaged equipment and materials during this period at his own expense. The supplier shall submit sample of each and every equipment and materials for the final approval of the purchaser's representatives immediately after the acceptance of offer. All the equipments and materials shall be supplied exactly as per to the approved samples. If at any stage the purchaser brings to the notice of the supplier any discrepancy or defect the supplier shall replace the same at his own expense.

The supplier shall render all reasonable assistance to the purchaser in getting the installation approved by the Government Electrical Inspector prior to the energisation and supply necessary drawings, test certificates and both for tests carried out at the factory and site as well as the tests which the inspector may demand. In case any addition of alternations are required, to be made in the installation or in the equipment as per the directive of the Government Electrical Inspector / Local Authorities, the same will have to be carried out by the supplier , at his own expense.

The position of light fittings, main board, switches, sockets and routes of pipes and cables shown in the drawings are only indicative. The actual position of these shall be decided at site at the time of execution jointly by the supplier and the purchaser's authorized representative. The position of light fittings, pipes and board if required, to be changed / shifted due to the change in the building design etc by the purchaser's authorized representative, the same shall be carried out at no extra cost.

All the materials supplied to the contractor according to the Contract condition will be subject to inspection and approval of the officer or his representative from time to time. The contractor will provide all facilities of such inspections free of cost. At the time of inspection, the owner or his representative will have full liberty to reject any such materials, which does not conform to the specification / requirement. No claim for any rejected materials will be entertained by the owner. The contractor will remove all rejected materials from site at his own cost. No surplus materials procured by the contractor will be accepted by the owner. The contractor will be responsible to get the Electric installations cleared by the Electrical Inspector of Odisha Government. Only the inspection fee will be reimbursed by Department on production of challan copy.

Installation and Maintenance Tools:

The supplier along with the tender shall furnish a complete list of tools, appliances and accessories required for the installations of switch gear, light fittings, pipes cables and wires.

Drawings:

All drawings, test certificates, instructions manuals etc. shall be in English Language and all dimensions and weights shall be in metric units.

The tenderer shall submit with the tender general arrangement drawings for the installations work, typical methods and cabling and cables supports pipe work and pipe supports, typical methods of earthing and fixing of light fittings earthing etc. as offered by him in the tender.

The contractor shall submit for the purchaser's approval all layout, the general arrangement drawings as well as the typical details of all types of installation work in three sets before commencing the manufacture and the site installations work well in advance so that the site work shall not suffer.

After obtaining approval of the above drawings the contractor shall supply three sets of the following drawings:

- (a) The arrangement and support of conduit pipe
- (b) The position of light fittings, switches / plug socket and switch boards
- (c) Earthing installations
- (d) Layout plan showing the entire cable network

On completion of work, the successful tenderer shall supply one set of tracing in transparent linen and five sets of prints of all drawings incorporating all the changes / modifications affected during the execution of the contract. All wiring diagrams shall indicate clearly, the switch board, the runs of main and sub main wiring and the position of all the points with their controls. All the circuits shall be clearly indicated and numbered in accordance with IS:375. The technical literatures and operating instructions and the maintenance manuals shall also be supplied in triplicate to the purchasers after the completion of the installations work.

Test:

Manufactures standard tests in accordance with Indian Standard and other standards, adopted shall be carried out on all the equipment and accessories covered by this specification so as to ensure efficient and satisfactory performances of all the components and also the equipment as a whole under working conditions at site. The tenderer shall submit a complete list of all such tests. If the purchaser, if so desired for special tests, to be carried out, under certain conditions the same shall be made by the successful tenderer at his own expenses. All equipment shall be tested at site before the commissioning in accordance with the adopted standard and Indian Electricity Rules. Voltage test shall be carried out on each circuit on completion of wiring and cabling.

Technical Data:

The tenderers shall submit with their tender all such technical data, which are required for complete evaluation of the equipment offered. The suppliers shall give complete technical information of the equipment as detailed in Annexure and relevant Indian standards. The tenderer should supply such details of all equipment and materials offered specially with regard to the following.

- a) Fuse switch board and distribution boards
- b) Light fittings
- c) Conduits and the accessories for them
- d) Switches / plug sockets
- e) Cable and wires

The tender shall give along with his tender the following details:

- a) Complete details of earthing electrodes, earthing station and earthing conductors
- b) Details of conduit supports

c) Details of all the equipment and accessories to be supplied

Exception to Specifications:

The object of this specification is to have all tenderers quote for equivalent materials and workmanship. It is, however, understood the certain manufacturers may not be able to offer as specified in every case, where the tenderer may find it necessary to deviate from the exact letter and not the intent of the specification, he must specifically state what these deviations may be at the time he submits the tender. All deviations must be grouped in one statement. No deviations other than those includes in the tender will be permitted.

PVC insulated Cables and Wires:

For 415V Distribution system, cables of voltage grade not less than 1000V shall be used. These cables shall be heavy-duty class, PVC insulated and PVC sheathed with aluminium/ copper conductors. The wires used in the lighting installation shall be PVC insulated and PVC sheathed copper / aluminium wire in case of conduits wiring and of 660V grade. Wires of different colours shall be made use of for quick\ identification of phase wire / neutral wire etc. All cable of wires shall comply with the requirements regarding the manufacture and testing etc as specified in India Standard Specification IS: 1554 and IS:694.

The length of cables indicated in the bill of quantities and drawings are only indicative and the Successful tenderer will be paid for the exact length of cables laid at site. No joint shall be allowed in a run of cables, which can be covered by a possible drum length of cables.

Fuse switch / switch fuse shall be metalclad dust and vermin proof suitable for use under climatic conditions prevailing at site. Switch fuse / fuse switch units shall comply in general to IS:1567/4064 with regard to design and constructional / features.

The 'ON' and 'OFF' position of the switch handles shall be distinctly indicated and interlocks shall be provided to ensure that the switch cover cannot be opened unless the switch is in the 'OFF' position. Means shall, however, be provided for releasing the interlock to permit closing of switch with cover open for testing purposes. Designs with normal conventional position of switch handles, i.e. with switch handle up in the 'ON' position and down I the 'OFF' position shall be preferred. All live parts inside the switch shall be properly surrounded and inter phase barrier shall be provided.

Switch fuse / fuse switch units, distribution boards shall be provided with necessary metal fame work so that they can be mounted on wall / columns structure etc. as desired. The panel boards, shall be wall mounted type or floor mounted type as specified in the bill of quantities or drawings. Necessary supporting metal frame of approved design shall be provided for all panel boards

The arrangements of work boards shall be such that the operational handle of the top mounted switches are within the convenient of operators (about 1.2 M from the finished floor level) and proper space shall be provided for the termination of the cable in the switches provided below the bus-bars.

The bus-bars within the bus-bar chamber shall be liberally spaced for taking the riser connection. The bus bars with aluminium conductors shall be provided and PVC sleeves of different colour shall be mounted on them for easy identification, Clamped joints for taking the riser connections, instead of bolted type shall be preferred.

Two bolted type earthing terminals shall be provided on the switch boards. All individual switches shall be connected with suitable size earth wire to the main earthing terminals of the switchboard. Hanger Board and shock treatment / charts shall be supplied wherever required. At the incoming side of each pen phase, 3-neon type indicating lamps should be provided at the main board.

Switches and Plug Sockets

Switches provided for control of light points shall conform to IS:1087 and shall be rated for 5A/15A 250V

Ceiling Fans and Exhaust Fans:

Ceiling fans shall conform to Indian standard specification IS: 374-1960. The fans shall be supplied with all standard accessories like regulator and capacitors etc.

The performances rating of the propeller fans shall in accordance with stipulations of IS:2312. All fans shall be robust in design and construction and shall be supplied complete with wall brackets / clamps etc.

Fluorescent Fittings:

All fluorescent fittings supplied shall conform in general to IS:1913 and shall be complete with all standard accessories like choke, starter and capacitor etc. The type of enclosure provided for the fittings shall be of that specified in the bill of quantities and the working drawings. The materials of construction for fittings used for outdoor installations and for use in the work anodes shall be such that they shall withstand the atmospheric condition in that area. Lamp holders used shall be fully shock proof, spring-loaded rotary type to ensure positive lamp locking. It should also be not possible to touch live parts of the lamp holder both after the lamp has been taken out and during the insertion or removal of the lamp. The starters shall be designed to give designed starting characteristics that shall promote full lamp life. Starter shall have high mechanical strength and topic proof construction. It should be incorporated with radio suppression capacitor o adequate rating and\ capacity. Power factor improvement capacitors are provided with hermetically sealed housing to ensure long and trouble free service. Terminal soldering tango shall be provided for easy electrical connections. The capacitors in general shall conform to IS:1569-1963 and P.F improvement up to 0.95 for twin fluorescent light fittings and 0.9 for single fluorescent light fittings is to be maintained.

The ballast provided in the fluorescent fittings shall generally be in accordance to IS:1534. The ballast should incorporate the following design features.

- i) Low working temperature
- ii) Correct pre heating current for the electrodes
- iii) Proper wave foam
- iv) Small in dimensions
- v) Correct power supply to the lamp
- vi) No hum.
- vii) Easy connection leads.

All the metal construction of the fittings shall be such that they shall:

- 1) Withstand the atmospheric condition prevailing in the area
- 2) Provide maximum mechanical protection to the tubes and fittings accessories. Assists in maximum and uniform light distribution. All fittings shall be provided complete with florescent lamps. All lamps shall confirm to IS:2418.

Incandescent Fittings:

The incandescent fittings shall be supplied strictly as per the details given in the enclosed annexure and bill of quantities, deviation if any regarding design, construction of materials should be specified clearly. All the metal parts used in construction of the fittings shall have no effect due to dust / fumes / gases likely to exist in the atmosphere. All the bolts, clamps, nuts and guard wire etc shall be galvanized. The wall fittings shall be provided with necessary hooks / clamps / supports etc for fixing the light fittings on wall / ceiling etc as detailed in the bill of quantities and the working drawings. Light fittings shall be suitable for connection with 19mm dia. Conduit pipe as required. If fittings are to be connected through PVC cables, glands of adequate size and capacity shall be provided. The lamp holders provided in the fittings shall confirm to IS:1528.

C O D E S

Codes shall mean the following including the latest ascendants and / or replacement if any.

- a) Indian Boiler Act, 1923 and Rules and Regulations made their under
- b) Indian Electricity Act, 1923 and Rules and Regulations made there under
- c) Indian Factories Act, 1948 and Rules and Regulations made there under
- d) The minimum wages Act
- e) The Women's Compensation Act
- f) The Payment of Wages Act
- g) The Fatal Accident Act
- h) The Industrial Employment Act

- i) The Employment provident Fund Act
 - j) Indian Explosive Act 1984 the Rules and Regulations made there under
 - k) Indian Petroleum Act 1934, and Rules and Regulations made there under
 - l) A.S.M.E. Test Codes
 - m) AIRE Test, Codes
 - n) American Society of Materials Testing Codes
 - o) Standards of the Indian Standards Institution
- | | | |
|-----|---|---------------------------|
| 1) | Low Tension Circuit Breakers : | IS 2516-1955 Part I Sec.1 |
| 2) | Switchgear Bus Bars | IS 375-1963 |
| 3) | HRC fuse links | IS 2208-1962 |
| 4) | Distribution fuse boards | IS2675-1966 |
| 5) | Enclosure for Low Voltage switchgear | IS214701962 |
| 6) | PVC Cables | IS1554-1975 |
| 7) | Tabular fluorescent lamps for Cameral lighting service | IS2418-1963 |
| 8) | Tungsten Filament Lamps for cameral service | IS415-1963 |
| 9) | Ceiling Fans | IS274-1966 |
| 10) | Flood lights | IS1947-1961 |
| 11) | Wall Glass flame-proof electric light fittings | IS2206-1962 (Part 1) |
| 12) | Water Tight Electric Light Fittings | IS3553-1956 |
| 13) | Steel Boxes for Enclosure of Electrical Accessories | IS5133-1969 |
| 14) | Fittings for Rigid Steel conduit | IS2667-1979 |
| 15) | Rigid steel circuits for electrical wiring | IS3837-1966 |
| 16) | Accessories for Rigid Steel Conduits for Electrical Wiring | IS3837-1966 |
| 17) | Switch Socket Outlets | IS3837-1966 |
| 18) | PVC Wiring | IS694-1977 |
| 19) | Switches for domestic and similar purpose | IS3854-1966 |
| 20) | PVC wiring | IS694-1977 |
| 21) | Call Bell and Buzzers | IS2268-1966 |
| 22) | Straight through joint boxes and leads sleeves or paper insulated cables- | EID-0032-1964 |
| 23) | Earthing | IS3043-1966 |
| 24) | Electrical Wiring installations | IS732-1963 |
| 25) | Switchgear | IS3072-1965 (Part I) |
| 26) | Lighting protection | IS2309 –1969 |
| 27) | Public Address system | IS1882-1962 |
| 28) | Low Tension switch use units | IS4064-1978 |
| 29) | Code of Practice for Automatic FIRE ALAM system | IS2189-1970 |
| 30) | Specification for Heat Sensitive Fire Detectors | IS2175-1977 |
| 31) | Guide for Safety procedure in Electric work | IS5216-1969 |
| 32) | Rubber Mats for Electric works | IS5424-1969 |
- p) Other internationally approved standards and / or Rules and Regulations touching the subject matter of the contract

Tenderer(s) is/are required to submit the information in the following Schedules

SCHEDULE - A

CERTIFICATE OF NO RELATIONSHIP

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

(*) - Strike out which is not applicable

Signature of the Tenderer

Date:-

SCHEDULE – E

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

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

Note:

If any information in this schedule is found to be incorrect or concealed, qualification application will summarily be rejected.

Signature of Contractor

AFFIDAVIT

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither my / our firm / company / individuals _____ nor any of its constituent partners have abandoned any consultancy service/ road/ bridge/Irrigation /Buildings or other project work in India nor any contract awarded to us for such works have been rescinded during the last five years prior to the date of this bid.
3. The undersigned hereby authorize (s) and request(s) any bank, person, firm or Corporation to furnish pertinent information as deemed necessary and as requested by the Department to verify this statement or regarding my (our) competency and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the Department.

(Signature of Tenderer)
Title of Officer
Name of Firm
Date:

SCHEDULE - G

**CERTIFICATE OF EMPLOYMENT OF UNEMPLOYED GRADUATE
ENGINEER / DIPLOMA HOLDERS
(For Super Class / Special Class / 'A' Class Contractors only)**

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

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

Signature of the Tenderer.
Date:-

MEMORANDUM OF UNDERSTANDING

First Party I Sri/Smt....., Aged years, S/O-, At /
P.O. / Dist-..... (hereinafter called the First Part)

AND

Second Party I Sri/Smt....., Aged years, S/O-, At /
P.O. / Dist-..... (hereinafter called the Second Part) having Resisted vendor **PM-SURYAGHAR:MUFT BIJLI YOJANA** license registration No..... valid upto

AND WHEREAS the First Party of 1st part is the managing partner of

AND WHEREAS the First Party willing to appoint the Second Party to execute the Solar Pannel Execution portion for the tender work, “.....”

AND WHEREAS the Second Party accepted the offer of First Party.

NOW THIS DEED OF AGREEMENT WITNESSES AS FOLLOWS;

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

In witness where of Both the party have signed in presence of

WITNESS

W₁ -

W₂ –

