

GOVERNMENT OF ODISHA



DEPARTMENT OF WATER RESOURCES

LOWER INDRA IRRIGATION PROJECT

BID DOCUMENT

Name of the Work:- “Periodical maintenance with reaming & re-drilling of vertical Drainage hole of Drainage Gallery of spillway of Lower Indra irrigation Project”

TENDER AMOUNT: Rs. 13,40,235.00

Certified that the bid document containing 98 (Ninety Eight) Nos. pages only

SUPERINTENDING ENGINEER
LOWER INDRA CANAL DIVISION
KHADIAL

CONTRACTOR

SUPERINTENDING ENGINEER

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GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES,
OFFICE OF THE SUPERINTENDING ENGINEER,
LOWER INDRA CANAL DIVISION, KHADIAL
Dist:-Nuapada, Odisha, PIN:-766107
e-Procurement Notice No. SELICD-05/2026-27, Dt.09.09.2026 (online)
E-mail ID: eelcld.kha@gmail.com

1. Type/Nature of work: **Civil Works**
2. Total No. of works: **02 (Three) No**
3. Approx. value of works: **Rs.13.40 & Rs.22.23 Lakh (Excluding GST).**
4. Period of completion: **02 Months**
5. Classification of bidders: **‘C & B’ Class Contractors only.**

Other details as follows:

Procurement Officer.	Bid Identification No.	Name of the work	Bid Amount	Availability & Submission of bids in online.
Superintending Engineer, Lower Indra Canal, Division, Khadial, Dist:-Nuapada, Odisha.	SELICD-05/2026-27, Dt.09.09.2026	1. Remedial measures to leakage and damaged structures of Drainage Gallery of LIIP. 2. Periodical maintenance with reaming & re-drilling of vertical Drainage hole of Drainage Gallery of spillway of Lower Indra irrigation Project.	Rs.13.40 Lakh to 22.23 Lakh	From 19.09.2026 At 10.00 AM to 03.10.2026 Up to 5.00 PM

N.B: Date & time of opening of tender on 05.10.2026 at 11.00AM

Bidders to be participated in online bidding only. Further details can be seen from the e-procurement portal <https://www.tendersodisha.gov.in> Any addendum/ Corrigendum/ Cancellation to the tender can be seen in above website only.

Sd/-
(Er. Soumya Kishore Jaipuria)
Superintending Engineer,
Lower Indra Canal Division
Khadial

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**GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES,
OFFICE OF THE SUPERINTENDING ENGINEER,
LOWER INDRA CANAL DIVISION, KHADIAL
DIST:-NUAPADA (ODISHA), PIN:-766107
E-mail ID: eeelcd.khr@gmail.com**

NOTICE INVITING TENDER

Tender Call Notice No. SELICD-05/26-27, (Online)

The **Superintending Engineer, Lower Indra Canal Division, Khadial** on behalf of Hon'ble Governor of Odisha invites **percentage rate** tenders in **single cover** system through e-procurement for execution of the following works. The Bid should be submitted by the eligible class of contractors as mentioned below registered with the State Governments and contractors of equivalent grade / class registered with Central Government / M.E.S. / Railways / C.P.W.D. and other State Government for execution of Civil Works through On-line in the Govt. website www.tendersodisha.gov.in. The bidders should have necessary portal enrolment (with own digital signature certificate). The registered bidders from outside of Odisha can also participate in this on-line tender process after necessary portal enrolment but, shall have to subsequently undergo registration with appropriate authority of the state Govt. within a month of acceptance of bid.

Bidders registered themselves under CDMS portal can only participate in the bidding process after 31.12.2020 as per works Dept. Letter No. 9100, dated 17.07.2020.

Sl. No.	Name of the work	Approx value of work (in Lakh) (Without GST)	Period of Completion	Class of Contractor	BID Security/EMD (in Rs.)	Documents (in Rs)
1	2	4	5	6	7	8
1	Remedial measures to leakage and damaged structures for treatment and durability enhancement of Drainage Gallery of Lower Indra irrigation Project.	22.23	2 (Two) Calendar months	"C" & "B" Class (With minimum experience of leak proof Grouting work in Dam and Spillway)	22,300/-	6,000/- (Online)
2	Periodical maintenance with reaming & re-drilling of vertical Drainage hole of Drainage Gallery of spillway of Lower Indra irrigation Project.	13.40	2 (Two) Calendar months	"D" & "C" Class (With minimum experience of Drilling & Grouting work in Dam and	13,500/-	6,000/- (Online)

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Sl. No.	Name of the work	Approx value of work (in Lakh) (Without GST)	Period of Completion	Class of Contractor	BID Security/EMD (in Rs.)	Documents (in Rs)
1	2	4	5	6	7	8
				Spillway)		

1. The tender must be accompanied with required EMD/Bid Security amount specified for the work in the table above will be accepted via online mode only without which the tender is liable for rejection. 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, he/she is required to furnish additional 1% E.M.D. The entire Bid security including the additional bid security shall stand forfeited incase the contractor fails to mobilize the machineries within the stipulated time as per the tender document.
2. The cost of Tender paper (Non-refundable) will be accepted via online mode on Electronics Receipt only, through a process as mentioned in the DTCN. The bidders with pending or failure payment status shall not be able to submit their Bid. The tender inviting authority, state procurement cell, NIC & the designated bank shall not be held responsible for such pending or failure.
3. Mode of Tender / Period of availability of Tender on-line / date & time of bidding on-line / Last date of seeking clarification / date of opening of tender papers.

Officer inviting Bid	Mode of Tender	On-line bidding		Last date & time of seeking tender clarification	Date & time of opening of tender.
		From	To		
1	2	3	4	5	6
Superintending Engineer, Lower Indra Canal Division Khadial, Dist:-Nuapada, Odisha, PIN:-766107	On line in website www.tenders.odisha.gov.in	19.09.2026 from 10.00 AM	03.10.2026 up to 5.00 PM	26.09.2026 up to 5.00 PM	05.10.2026 at 11.00AM

4. The Bid documents consisting of plans, specification ,schedule of quantities and a set of terms and conditions of the contract and other relevant documents, if any can be seen & downloaded online and Bids furnishing with scan copies of Valid Contractors Registration, Tender cost, EMD,GSTIN Registration Certificate, PAN card, Affidavit about the authenticity of the tender documents and No

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relation Certificate, Bill of quantities (BOQ) (In XLS Format), Special conditions & other documents if, any as per DTCN (In PDF format) should be submitted online through the e-tendering portal www.tendersodisha.gov.in. The above documents are mandatory along with the tender documents, otherwise his/he bid shall be declared as non-responsive and thus liable for rejection. For submission of Bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities (CA). The bidder himself/herself is liable for the authenticity of the documents if challenged by any other bidder or in the court of law.

5. *For the work Sl.No-1& 3 above, the bidder has to submit the proof of work experience for similar nature of work executed during last 5 years in the format provided in the Bid Document duly issued by an authority not below the rank of Executive Engineer failing which the bidder is liable for rejection.*
6. The Bid documents will be available in the website **www.tendersodisha.gov.in** from **10.00 AM of 19.09.2026 to 5.00PM of 03.10.2026** for online viewing & bidding. Bid shall be received on or before **5.00 PM of 03.10.2026**. (On-line) The Tenders will be opened in the Office of the Superintending Engineer, Lower Indra Canal Division, Khadial on dated **05.10.2026 at 11.00AM** in the presence of the bidders/ their authorized representatives who wish to attend, after due login on to the site through their DSC. The lowest/successful bidder will be finalized after evaluating the bids. The original affidavit & other related documents should be deposited by the successful bidder before drawal of agreement for its verification at the office of the **Superintending Engineer, Lower Indra Canal Division, Khadial, Dist. Nuapada**.
7. **Single Cover (Technical/ Financial):** should be submitted with Tender cost (online), EMD (online), valid GSTIN, PAN, Contractor Registration Certificate, Affidavit, Undertaking declaration no relationship with Department officials, No Litigation Certificate, Bill of Quantities (BOQ) (in xls format), Special conditions in conformity with DTCN, if any (in pdf format) and any other document as per DTCN (in pdf format) online in **www. tendersodisha.gov. in**.
8. Additional performance security shall be taken on an incremental basis from the selected bidder for low prices in project works as under. as per Office Memorandum No. **07764600022025-173 BBSR dated 03.01.2026 of Works Dept. Govt. of Odisha**.
 - 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 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

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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 20% of project cost 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% of 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) In case of abnormally low bids the Procuring Entity may in such cases, seek written clarification from the bidder about the capability to deliver the contract at his offered price. However it would not be satisfactory, the tender inviting authority may be rejected the bid proposal.
9. If the rate quoted by the SC & ST Category Contractor 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 contractor as per Office Memorandum No. **07764600022025-632 BBSR dated 09.01.2026 of Works Dept. Govt. of Odisha.**
10. 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 tender or less than the estimated cost put to tender, the 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. **The date and time of Lottery will be communicated through online to the respective contractors if required,** as per Office Memorandum No. **07764600022025-173 BBSR dated 03.01.2026 of Works Dept. Govt. of Odisha.**
11. The single tender received in the 1st tender call shall be cancelled without opening of the bid. The acceptance of a single tender received even after re-tendering should have prior approval of next higher authority.
12. Validity of tender shall be a period of 90 (Ninety) days from the last date of receipt of bids. If any bidder/tenderer withdraw his bid / tender before the said period or make any modification in terms and conditions of the bid, the E.M.D deposited at the time of submission of the tender shall stands forfeited.
13. The Bidder must go through the Bid documents meticulously before uploading the tender to the web site.

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14. The contractor has to quote the percentage excess or less up to two digits only after decimal point. If he quotes the percentage excess or less in more than two digits after decimal point, the first two digits after decimal point shall only be considered without rounding off.
15. In the eventuality of failure on the part of lowest successful bidder to produce the original documents, he/she shall be debarred in future from participating in tender for three years and action will be initiated for black listing by the competent authority.
16. If the bidder back out from the offer before acceptance of the tender by the competent authority, the EMD & APS deposited by the bidder shall be forfeited.
17. The Bidder must provide his/her mobile No. and e-mail ID along with the tender documents for further correspondence required if any. Status after opening of the tenders will be displayed in online i.e. in Govt. of Odisha web site www.tendersodisha.gov.in & also in the Notice Board of Division Office (this office will not be held responsible for non intimation to bidder due to non submission of his/her mobile no. /e-mail id.)
18. Addendum/Corrigendum/Cancellation if any will be hoisted in the website only. Conditional tender will be summarily being rejected.
19. Bid value should be exclusive of GST and GST on works Contract, as applicable at the time of Payment shall be paid over and above the Gross amount of the Bill, as per Odisha GST Act 2017.
20. Agreement shall be drawn only after due verification of APS & ISD of the L1 bidder and if any illegitimate instruments are found, Criminal proceedings will be initiated against him/her and action will be initiated for Blacklisting through the License issuing Authority.
21. Copy of valid GSTIN shall be uploaded along with the Tender documents for considering the Tender. Non furnishing of valid GSTIN will lead to REJECTION of Bid.

The **Superintending Engineer, Lower Indra Canal Division, Khadial**, Dist.Nuapada, Odisha reserves the right to reject any or all the tenders without assigning any reasons thereof.

Sd/-

(Er. Soumya Kishore Jaipuria)
Superintending Engineer,
Lower Indra Canal Division
Khadial

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**GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES,
OFFICE OF THE SUPERINTENDING ENGINEER,
LOWER INDRA CANAL DIVISION, KHADIAL
DETAILED TENDER CALLNOTICE
e- Procurement Notice No. SELICD-05 of 2026-27 Dated 09.09.2026**

1. The Chief Construction Engineer, Lower Indra Irrigation Project, Nuapada on behalf of Hon'ble Governor of Odisha invites online Percentage Rate tender in the prescribed form to be eventually drawn in P.W.D. form No. P₁ from **"D" & "C" Class Contractor** Registered with the State Govt. of Odisha or from contractors of equivalent grade / class registered with other State Govt./ Central Govt./M.E.S./ Railways or other Govt. undertakings. All the contractors are to be registered in the State portal and must possess compatible digital signature certificate of Class-III for online bidding. The website for online bidding is <http://tendersorissa.gov.in> for the work **"Periodical maintenance with reaming & redrilling of vertical Drain hole of Drainage Gallary of spillway of Lower Indra Irrigation Project"**. The tender documents can be downloaded from the website identified as <http://tendersorissa.gov.in> from dated **19.09.2026 at 10.00 A.M to dated 03.10.2026 up to 5.00 P.M.** The bidder for participation in online bidding will have to pay **Rs.6,000/-**(Rupees Six thousand) only towards bid document cost for each set through online payment mode. The Bid will be received through e-procurement portal from dated **09.09.2026 at 10.00 A.M to dated 03.09.2026 up to 5.00 P.M.** Each set of bid document contains RC, Affidavit, GSTIN, PAN and bill of quantity in MS Excel format. The bid will be opened on **dated 05.09.2026 at 11.00 A.M** in the O/o the the Superintending Engineer, Lower Indra Canal Division, Khadial, Dist. Nuapada in presence of the tenderer or their authorized agents. The bidders who participated in the on-line bidding can witness opening of the bid from any system logging onto the portal away from opening place. The bids can only be opened by the pre-designated officials only after the opening time mentioned in the bid. In the event of the specified date of bid opening being declared a holiday the bid will be opened at the appointed time and location in the next working day. Any intimation letter will be sent through email address provided by the bidders.
2. The value of the work tendered for is **Rs. 13,40,235/-**
3. The bidders shall prepare the documents and upload the scanned typed document in PDF format and

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BOQ in excel format (or as specified in the portal) in appropriate place.

4. No tenderer will be permitted to furnish their tender in their own manuscript.
5. Bidder shall transfer online the Bid Security @1% of the amount put to tender i.e. **Rs. 13,500/-** only for the above work through a process as mentioned in DTCN through e-procurement portal. Bidder desires to hire machineries or equipment from out side the State are required to transfer online 2% of the amount put to tender as Bid Security.
6. The lowest preferred bidder is required to produce documents in original i.e. Registration Certificate (R.C.), GSTIN, PAN Card, Affidavit regarding authenticity of the tender documents, certificate issued by the competent authorities required for fulfilling eligible criteria as specified in the bid document etc which were uploaded in the e-procurement portal during submission of tender to the inviting authority within the stipulated period i.e. within 5 days from date of opening of financial bid /lottery as applicable for verification. Bidder has to submit the original affidavit regarding authenticity of the documents to the inviting authority.
7. (a) Providing facilities to the Engineer contractor
 - i) As per works Department No.FR-11/2001/10003/00 Bhubaneswar dtd 24.05.2001, 5% price preference allowed to the Engineer contractor in the tender rates has been withdrawn.
 - ii) The Engineer contractor shall have to execute the work if awarded to him under his direct supervision and he will not be allowed to execute such work through his Power of Attorney Holder.
- (b) Adjustment of earnest money given with other tenders previously and submitted in other tenders shall not be entertained.
8. The work is to be completed in all respect within **02 (Two) Calendar months** from the date of issue of work order.
9. The plans specifications and scope for the work can be seen in the office of the **Superintending Engineer Lower Indra Canal Division, Khadial** during any working days.
10. The tenderers shall carefully study the tentative drawings and specifications applicable to the contract and all documents which form part of the agreement to be entered into by the accepted tenderer and detailed specifications for Odisha and other relevant specifications and drawings which are available with the tender document or with **the Superintending Engineer Lower Indra Canal Division , Khadial**. Complaint at a future date that plans and specifications have not been seen by the tenderers can not be entertained.
11. The bidder can resubmit his bid through online e-procurement mode out of which the system shall consider only the last bid submitted to the portal.
12. Every tenderer is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and approach road to quarries and locality of the work and satisfy himself about the quality and availability of materials including the medical aids, labour and food stuff etc. In

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every case the materials must comply with the relevant specifications. The contractors would, however, be responsible for procurement of materials from authorized sources and voluntarily disclose the source of procurement for the purpose of billing. Besides, the bidder would be required to submit the details of quarry for procurement while submitting the bids.

13. The tenderer will be deemed to have satisfied himself that the rates quoted by him in the tender will be adequate to complete the work according to the specifications and conditions attached to and that he has taken into account all conditions, difficulties that may be encountered during its progress and to have quoted labour rates and materials, entry tax and other duties, leads, lifts, loading and unloading and 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. In the course of awarding a work, the Department may desire the analysis of the rate arrived for against any item(s) of work.
14. Each tenderer must quote a definite percentage rate over the estimated cost of work and be included in the contract. Tenders containing indefinite terms such as estimated rates will not be considered.
15. If any further necessary information is required the bidder can seek clarification on the bids within 7 days from the start of sale of bid document. The employer response for the queries raised by the bidder will be posted in the portal.
16. All rates should be for finished items of work unless otherwise mentioned in the tender schedule.
17. BOQ in MS Excel format shall be made available to the bidder through e-procurement portal. The bidder shall download that particular excel sheet and fill in the rates in figures at the appropriate locations. The line total amounts shall be calculated automatically and shall be visible to the bidder. The bidder is not supposed to change or modify the format of the excel sheet in any form. Bidders are to submit only the original BOQ updated by publisher after entering the relevant fields without any alteration/deletion/modification. Multiple BOQ submission shall lead to cancellation of bid. In the percentage rate tender the bidder quoting zero value is valid and will be taken as schedule of rates.
18. The bidder shall submit the documents in the designated locations should contain GST, PAN, Contractor's R.C, Affidavit, undertaking declaring no relationship with Department officials etc & any other documents as per SBD/DTCN in PDF format similarly, as well as bill of quantities (BOQ) in xls format, Special conditions in conformity with DTCN, if any in pdf format. Submission of bid documents shall be affected by using DSC of appropriate class and thus shall be in encrypted form. The bidder shall only submit single copy of the document. He is required to check the documents uploaded with the requirement asked for in the bid. Only after satisfying that all the documents have been uploaded, he should activate submit button. His bid shall not be considered responsive and action as per relevant clause shall be taken if he does not provide the required document or provides illegible documents. Clarity of the document may be assured by taking out a sample printing.
19. Bidders desirous to hire machineries or equipment's from outside the State are required to transfer online i.e. 2% (Two percent) of the amount put to tender as bid security. Tender not accompanied with

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bid security and security for hired machineries as specified above shall be liable for rejection.

20. Labour Welfare Cess @ 1% will be deducted from the work bill of the contractor as per resolution No. 12653 dt. 15.12.2008 of Labour & Employment Department, Government of ODISHA.
21. Request for raising and lowering the rates or dealing with any point in connection with the tender will not be considered.
22. Conditional tenders will not be taken into consideration.
23. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
24. It is allowed to modify the bid through the e-procurement portal. The bidder shall have to login 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 latest bid only will be admitted. But the bidder should avoid modification of the bid at the last moment to avoid system failure or malfunction of the internet or traffic jam. If the bidder fails to submit his modified bids within the designated time of receipt, the bids already in the system shall be taken for evaluation.
25. Withdrawal of bid is also allowed in the e-procurement portal. The bidder has to click on the "withdraw" button and record the necessary justification for the same in the space provided. In addition to this he has to write a letter addressed to officer inviting the bid and upload the scanned document from portal in respective bid. The system shall not allow any withdrawal after expiry of the closure of the bid.
26. The e-procurement portal system shall reject submission of any bid through portal after closure of the receipt time. For all purpose the portal time displayed in the system shall be the time to be followed by the bidder.
27. All tenders received will remain valid for **90 days** from the date of opening of tenders and validity of tender can also be extended if required without any monetary compensation.
28. **No Relation Certificate**
29. The contractor shall have to furnish certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer and above in the State P.W.D. or Under Secretary and above in the Water Resources Department. If the fact subsequently proved to be false the contract will be rescinded. The total security will be forfeited and shall be liable to make good the loss or damage resulting from such cancellation.
30. While determining the validity of tenders the following points shall be taken into consideration by the authority empowered to accept tenders and his decision in the matter shall be final.
 - (a) Any special condition which does not find place in the tender notice and which are not acceptable.
 - (b) Indefinite conditions which will make it difficult for access to the financial implications.
 - (c) Tenders being incomplete in some important respects.

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- (d) Incomplete schedule of time for completion of the work.
 - (e) Failure to furnish the specified bid security.
 - (f) Tendered rates being unduly low and unworkable.
 - (g) Rates indifferent items of a tender being irrational.
31. The Department reserves the right of authority to reject any or all tenders received without assigning any reason whatsoever.
 32. The tender may not (at the discretion of the competent authority) be considered unless accompanied by attested true copies of Registration of Firms/S.S.I. unit/ EPM rate contract holder certificate, PAN Card, GST Certificate, etc as the case may be and the original certificates are to be produced if required in any subsequent date during processing of tender.
 33. Attested true copy of work done certificate is to be furnished along with the tender obtaining from the Superintending Engineer concerned.
 34. The earnest money will be retained in the case of successful tenderer and will be dealt with as per the terms and condition of O.P.W.D. code. The earnest money of the unsuccessful tenderer except the three lowest tenderer should be refunded on application. The EMD given by the other two parties except one whose tender is accepted should also be refunded within 07 days of acceptance of tender and drawl of agreement. After Award of Contract the EMD already transferred @1% shall be refunded to the successful bidder.
 35. The EMD will be forfeited in any of the following cases.
 - a) If the bidder with draws the bid after bid opening during the period of bid validity.
 - b) If the bidder does not accept the correction of the bid price.
 - c) In the case of a successful bidder if the bidder fails within the specified time limit to
 - (i) Sign the agreement or
 - (ii) Furnish the required performance security.
 - d) If any of the statements, documents, certificate uploaded by the bidder through e-procurement portal, is found to be false/fabricated/bogus; the bidder will be blacklisted and his EMD/Bid Security forfeited.
 36. DELETED.
 37. 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 **Superintending Engineer Lower Indra Canal Division, Khadial** from any Nationalized/ 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 **Superintending**

Engineer Lower Indra Canal Division, Khadial.

38. The security deposit of Initial Security money according to the provision of P1agreement shall be retained as Security for the due fulfillment of this contract. Failure to enter in to 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. The bids of the technically qualified bidders will be opened for evaluation of the price bid.

39. Amendment to Para 3.5.5(V) of Note-II of OPWD code, Vol-I by modification.

The Additional performance security shall be taken on an incremental basis from the selected bidder for low prices in project works as under. as per Office Memorandum No. **07764600022025-173 BBSR dated 03.01.2026 of Works Dept. Govt. of Odisha.**

- 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 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 20% of project cost 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% of next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.
- v) 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 rises material concerned as to the capability of the Bidder to perform the contract at the offer price. Procuring Entity may, in such seek written clarification from the Bidder, including detailed price analyses of its bid price in relation to scope, schedule, response mobilization, allocation of risks and responsibilities, and any other requirements of the bid document. If after evaluating the price analysis, the procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/ Proposal. However, it would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered as an abnormally low bid.

40. If the rate quoted by the SC & ST Category Contractor 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 contractor as per Office Memorandum No. **07764600022025-632 BBSR dated 09.01.2026 of Works Dept. Govt. of Odisha.**

41. 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 tender or less than the estimated cost put tut to tender, the accepting authority will finalize the tender through a transparent lottery system, where all the concerned bidders/

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their authorized representatives, the concerned SE/EE of the concerned division and Divisional Accounts Officer (DAO) will remain present. **The date and time of Lottery will be communicated through online to the respective contractors if required,** as per Office Memorandum No. **07764600022025-173 BBSR dated 03.01.2026 of Works Dept. Govt. of Odisha.**

42. The applicable Additional Performance Security (APS) shall have to be furnished by the successful bidder in shape of Term Deposit Receipt pledged in favour of **Superintending Engineer, Lower Indra Canal Division, Khadial/** Bank Guarantee in favour of the **Superintending Engineer, Lower Indra Canal Division, Khadial** 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 **Superintending Engineer, Lower Indra Canal Division, Khadial** (by e-mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled. Further, proceeding for blacklisting shall be initiated against the bidder. **(Vide Office Memorandum No -14459/W dated 20.09.2018 of WorksDepartment, Govt.of Odisha).**
43. The security will be refunded after one year on completion of the work in all respect provided the final bill is passed and will not carry any interest. Any defect noticed during the period of one year after the actual date of completion shall be rectified by the contractor at his own cost. Failure to comply such rectification the cost involved to carry out the defective work shall be met from his dues available with Department. (Ref. works Deptt order No. 17823/WE dt.11.10.2006. The e-procurement portal system shall generate the award of the contract letter and intimate the bidder in his e-mail after acceptance of the tender.
44. 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 mile stone liquidated damage will be imposed.
45. The contractor shall sign as a token of final acceptance of the plans, sections and agreements for the work prior to take up the work for execution.
46. The date of commencement of work shall be as notified in work order.
47. On signing the agreement the site will be handed over to the contractor for execution and completion of works in all respect.
48. On no account, the contract work should be sublet to any body without the prior approval of the Tender accepting authority of the Department. In such an event the contract may be rescinded.
49. The authority reserves the right to make such increase or decrease in quantity of items of works mentioned in the schedule attached to the tender notice as may be considered necessary for the satisfactory completion of the contract work. All such increase or decrease shall in no way invalidate/vitiate the contract rates. The contractor shall not be entitled for any compensation on this account, except grant of extension of time where considered necessary.
50. Deleted.
51. That for the purpose of jurisdiction in the event of any dispute if any, the contract would be deemed to have been entered into within the State of Odisha and it is agreed that neither party to the contract will

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be competent to bring as uitin regard to the matter by this contract at any place outside the State of Odisha.

52. Under section-12 of contract labour (Regulation and Abolition Act 1970) the contractor who undertakes execution of work through labour, should produce valid license from licensing authority of labour department (labour license)to start the work.
53. The contractor shall be liable to fully indemnify the Department of any compensation under workmen compensation Act VII of 1993on account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor. In the event of any claim sub-judice before any court of law, the claim amount shall be kept withheld till final disposal.
54. Contractor is required to abide by the fair wages clauses as introduced by Govt. of Odisha and will not pay less than the Fair wages fixed by Govt. to the labourers engaged by him for the work.
55. In case of any complaint by the labourer about the non payment of his wages as per latest minimum wages Act., the Superintending Engineer will have the right to investigate and if the contractor is found to be at fault, Superintending Engineer may recover such amount due inany form from the contractor and pay such amount to the labourer directly under intimation tothe local labour office of the Govt. The decision of the Superintending Engineer is final and binding on the contractor.
56. The contractor will have to submit the **Superintending Engineer, Lower Indra Canal Division, Khadial** monthly return of labour both skilled and unskilled employed by him on the work.
57. The contractor should keep him self in touch with the Engineer-in-charge for smooth execution of the work and arrange adequate labour depending on the workload and working space available.No claim for detention for labour on any account will be entertained.
58. No compensation will be paid by the Department for any damage done by rain, flood, cyclone & earthquake, tide or by any other natural calamities during the execution of the work.
59. It should be understood clearly that no claim whatsoever will be entertained in regard to extra items of work or extra quantity of any item besides estimated amount, unless written order is obtained from the Engineer-in-charge and rates settled before the extra items of work or extra quantity of any item of work is taken up.
60. The tenderer shall have to abide by the C.P.W.D. safety code rules introduced by the Govt.of India, Ministry of Works,Housing and Supply in their standing order No.44150 dated 25.1.1957.
61. The tenderer shall bear various incidentals, sundries and contingencies necessitated by the work in full within the following or similar category.
 - (a) Rent,royalties and other charges of materials & all other taxes including ferry tolls,conveyance charges and other cost on account of land and buildings including temporarybuilding and temporary electric connection to work site as well as construction of coffer dam,construction of service road, diversion road and its maintenance till completion of work required by the tenderer for collection of materials, storage housing of staff other purpose of the work.No tenderer will however be liable to pay for temporary occupation of land owned by Govt. at the site of the work. GST on works contract as

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applicable at the time of payment of R/A bill shall be paid extra over the gross amount of R/Abill.

- (b) Labour camps or hutments including conservancy and sanitation arrangements upto the satisfaction of the local health authorities should be arranged by the contractor.
 - (c) Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
 - (d) Fees and duties levied by the municipal canal or water supply authorities.
 - (e) Suitable equipment and wearing apparatus for the labour engaged in risky operations and medical aid to the labourer engaged for the work.
 - (f) Suitable fencing, barriers, signals including paraffin and electric signals where necessary at work and approaches in order to protect public and employees from accident.
 - (g) Compensation including cost of any suit for injury to persons or property due to neglect of any major precautions also be come payable due to operation of the workmen compensation Act.
 - (h) The contractor has to arrange adequate lighting arrangement for the work wherever necessary at his own cost.
62. In case of delay in acquisition of land handing over possession of work site no compensation will be admissible but extension of time will be allowed if applied in prescribed format within due time to keep the contract in force.
63. EMPTY CEMENT BAGS
The cost of empty cement bags @ **Rs.3.95** (Rupees Three & paisa ninety five) per bag will be recovered from the contractor's bills.
64. If a contractor removes any Govt. material or stores 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 be in addition to any other liability civil or criminal arising out of this contract be liable to pay penalty equivalent to (5) five times of the price of the materials cost. The penalty so imposed shall be recoverable at any time from the sum that may be due then or at any time thereafter become due to the contractor or from his security depositor from his other available dues with the Department.
65. Over and above the conditions including the Technical specifications the terms, conditions, rules and regulations and specifications laid down in I.S.I. code are also binding on the part of the contractor.
66. Deduction of income tax will be made from each running account bill for the work at the rate as per Income Tax Act and as amended from time to time.
67. (a) The rates quoted by the contractor shall be deemed to be exclusive of GST on all the materials that he will have to purchase for performance of this contract.
- (b) The rates quoted by the contractor in the tender for works shall be exclusive of GST that may be levied on turnover on works contract according to the Laws and Regulations as applicable from time to time.
- (c) Deduction of GST at source will be made from each running account bill for the work at the rate of 2% prescribed by Odisha Goods & Service Tax Act-2017 or amended from time to time.
- (d) 1 % (One percent) of the gross amount of the bill will be deducted from the contractor bill towards

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labour cess as per Odisha building and other construction workers (RE & CS) rules 2002 and Amendment during 2008 and as amended by Govt. from time to time.

68. The amount on royalties of different materials as utilized by the contractor in the work will be recovered from his bill, basing on the rate fixed by the Govt. or as amended from time to time during the period of execution.
69. Schedule of quantity accompanies the tender notice: It shall be definitely understood that the Government do not accept any responsibility for the correctness and completeness of this schedule and this schedule is liable for alternations or omissions, deductions or additions set forth in the condition of contract and such omissions, deductions, additions or alternations shall in no way invalidate/ vitiate the contract and no extra monetary compensation will be entertained.
70. Sample of stone, metal, chips, sand, cement, moorum etc to be used are to be deposited noting the name of the quarry under dated initial of the tenderer in the Office of the Concerned **SDOs, Lower Indra Canal Sub-Division ,Khadial** before the procurement for testing and acceptance. The transportation & testing charges of construction materials will be borne by the contractor.
71. Items of works not covered by the tender notice shall be paid at the current schedule of rates of the State and those not covered by the said schedule of rate will be paid on actual analysis approved by the competent authorities prevailing during the period of execution of work.
72. All preliminary works such as vats, mixing platforms etc are to be done by the contractor at his own cost. No payment will be made for bench marks, level pillars, profiles, benching and leveling the ground where required. The rates to be quoted should be for finished items of works inclusive of such incidental items of works.
73. After the work is finished all surplus materials and debris's should be removed from 100Mtr. clear away from the site of the work. Preliminary work such as vats, mixing platforms etc. should be dismantled and all materials removed from the site and premises shall be made neat and clean and this is inclusive of the rates quoted by him.
74. The contractor is to supply necessary labour and materials for the purpose of alignment lying recording of levels when ever required at his own cost.
75. The contractor should arrange necessary tools and plants such as Pumps, Excavator, Trucks, compressors, Tippers, batching plants, Concrete Mixer, steel shutter plates etc. required for the efficient execution work at his own cost. The running charges of such plant and cost of consumables and conveyance are to be borne by the contractor. Any deviation from this may lead recession of contract.
76. In the event of delay in supply of design reasonable extension of time shall be granted on the application of the contractor. But no claim for monetary compensation will be entertained under any circumstances.
77. Under no circumstances, interest is chargeable for the dues or any additional dues, if any payable for the work.
78. An affidavit shall be furnished by the contractor at the time of submission of tender paper about the

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authentication of tender documents. The scanned copy of the affidavit is to be uploaded through the e-procurement portal along with the technical bid. The affidavit in original is to be produced before the officer inviting tender after opening of the tender positively.

79. Deleted

80. Prediction of flood/monsoon Damage:

The contractor shall make his own arrangement at his cost to shift the machineries, equipment's, materials, labourer and departmental machineries if hired by the contractor to a safe place prior to flood. The work shall have to be resumed after the flood come to normal. No extension of time for the completion of the work may be considered by the Department if the discontinuance of the work is beyond the reasonable attempts of the contractor to such eventualities.

81. The debris, sand and other materials, accumulated in the work area during flood shall be removed by the contractor as required for continuing the work at his own cost. By any chance, if any excavated portion that could not be filled up with concrete by the contractor, gets filled up during the monsoon period with earth such removal will not be paid again. The contractor will have to re-excavate the same at his own cost.
82. It shall be distinctly understood that it is entirely the responsibility of the contractor to make such arrangements may be required from time to time to protect the men, machinery, materials and the work under progress and work for which the measurements were recorded and payment made, against any damages either during working season or during the flood. The department accepts no liability, what so ever for any damage or loss of men, materials, machinery and type of hindrance caused to the progress of work.
83. The Contractor should provide at his own cost adequate protection measures to complete the work at the end of working season or work in progress against the eventuality till completion and handing over the entire work to the department.
84. Dewatering from the foundation of structures when and where necessary during execution will have to be done by the contractor and no extra payment will be made on that account. The rate of respective items of work is inclusive of the dewatering.
85. The term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation water.
86. In case of discrepancy revealed between **P1 form** and Detailed Tender Call Notice, condition in P1 form shall prevail over the Detailed Tender Call Notice.
87. No claim for idle labour etc. on any account will be entertained by the Department.
88. The clause of printed form of P1 contract with latest addition/ deletion/ corrections/ substitution etc. will also be binding.

APPROVED

**Sd/-
Superintending Engineer
Lower Indra Canal Division.**

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**INFORMATION AND
INSTRUCTIONS TO THE
BIDDERS**

1. Preparation of Tender Documents

The intending tenderer shall log in to the e-procurement portal identified as <http://tendersorissa.gov.in> and download the required of the bid document the bidder will fillup the required informations and fillup the percentage in figures on the bill of quantity in MS Excel sheet. The bidder is to scan his registration certificate, GST No., PAN Card, Affidavit, No relation certificate and certificate issued by competent authorities required for full filling the eligibility criteria specified in the bid document for the work. The bidder is also required to scan the RC and other papers relating to the machineries and other documents as specified in the bid document.

2. Method of submission of Tender Documents

The tenderer shall upload the scanned copy / copies of the documents and information as per requirement of the bid documents through the e-procurement portal. All documents and scanned copies are to be uploaded in the designated location, failing which the bid will be rejected. All the uploaded documents should be clear and legible. Before activating the submit button the clarity of the document may be ensured by taking out a sample copy. In the e-procurement tendering system the bidder is required only to submit the required information as per bid document instead of submitting the entire technical bid document. The “online” bidder shall digitally sign on all statements, documents, clarifications uploaded by him owning responsibility for their corrections/authenticity. If any of the information furnished by the bidder is found to be false /fabricated/bogus, the bidder will be blacklisted.

- a) The information required as per bid documents may be provided in the specified format annexed to the bid document.
- b) If the intending tenderer is an individual, the documents shall be digitally signed by the individual while uploading the tender through e-procurement portal.
- c) If the intending tender is a proprietary firm it shall be digitally signed by the proprietor while uploading the tender through e-procurement portal.
- d) If the intending tenderer is a firm in partnership it shall be digitally signed by a partner holding the power of attorney for the firm in partnership in which case a certified copy of power of attorney shall accompany in the technical bid documents.
- e) If the intending tenderer is a limited company or Corporation, it shall be digitally signed by a duly authorized person holding the power of attorney in which case certified copy of power of attorney shall accompany.
- f) All witnesses and sureties shall be persons of status and probity and their full names, occupation

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and address shall be stated below in the appropriate place.

- g) As the period of execution is **02 (Two) Calendar months**. Provision of payment of escalation as per details given in Clause-31(a) of Condition of Contract is not applicable.
- h) The agency will install display board mentioning information about the work at work site after drawl of the agreement at his own cost.

3. Opening of Tender Documents.

The tender documents will be opened on **dated 05.10.2026 at 11.00 A.M** by the openers of the **Superintending Engineer, Lower Indra Canal Division, Khadial** in the O/o the **Superintending Engineer, Lower Indra Canal Division, Khadial** Dist, Nuapada in the presence of tenderers or their authorized representative, who wish to be present.

4. Minimum Qualifying Criteria

- A. The bidder must upload the valid R.C, Valid GST No. and PAN, Affidavit, undertaking regarding No-relationship certificate which are mandatory.
- B. *The bidder has to submit the proof of work experience for similar nature of work executed during last 10 years in the format provided in the Bid Document duly issued by an authority not below the rank of Executive Engineer failing which the bidder is liable for rejection.*

5. Final Decision making authority

The competent authority reserves the right to accept or reject or disqualify any of the tenders without assigning any reasons and its decision shall be final.

6. Further Clarification

The Chief Construction Engineer, Lower Indra Irrigation Project, Nuapada may be contacted during office hours on any working days for any further clarification. The bidder can also seek clarification through the portal within **7 days** from start of sale of bid documents. The officer inviting the tender will respond for the queries raised by the bidder through the same portal.

7. Sample of all material

The contractor shall supply sample of all materials before procurement for the work for testing by Superintending Engineer, Quality Assurance Division, Bhawanipatna at his own cost. If found unsuitable the same may be rejected.

8. Trail 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 into account of the above aspects.

- 9. From the commencement of the works to the completion of the same, they are to be under the

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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.

10. Where it will be found necessary by the Department, the Officer-in-Charge of the work shall issue an site 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 his book by the PWD Officer-in-Charge with their dated signatures and duly noted by the contractor or his authorized agents with their dated signature. Orders entered in his 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 PWD and shall not be removed from the site of work without written permission of the Engineer (Superintending Engineer) and to be submitted to the Engineer-in-Charge every month.
11. The tender should conduct three bores at each pier and SBC of soil at foundation level and abutments location and furnish the test results in conformity with IRC code at his own cost before execution of the work and rates quoted by the contractor should be inclusive of such bores and SBC tests etc. without any extra cost to the Department.

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

- 33.1 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>".
- 33.2 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 (Table below in 33.16). 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.
- 33.3 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

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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.

33.4 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.

33.5 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.
- 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.

33.6 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**.

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- 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.

33.7 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.

33.8 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.

33.9 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 provides a confirmation to NIC on the same.

33.10 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.

33.11 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 organizations 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 authorized 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.

33.12 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.

33.13 Redressal of Public grievances:

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- 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.

33.14 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.

- 33.15** 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.

- 33.16** 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
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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. I. 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

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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.
State PSUs Statutory Corporations, Autonomous Bodies and Local Bodies.	III. 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. IV. 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.	III. 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. IV. 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 Assistant Superintending 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/ Superintending Engineer may at his discretion without pre-judice 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 are 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 one-time 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.

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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 down load 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.

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- 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-A** 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 gazette 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 gazette 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) 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, he/she is required to furnish additional 1% EMD/ Bid security.
- 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 Superintending/Superintending 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)

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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 everyday 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.

8.5. ***PRE-BID MEETING: DELETED***

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)

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- (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 causes 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 Statue, 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 upload 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 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.
 - 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 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 its 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 their 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 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 the **technical** evaluation of the bidders and selection of the qualified bidders, the financial evaluation will be made.
- 21.6.1. After bid evaluation of lowest bidder is subject to satisfaction of other qualification information asked for in the bid pursuant to Clause-3.
- 21.6.2. DELETED
- 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 “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 “ 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 “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 “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**
- 25.4. **DELETED.**
- 25.5. **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 :

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- 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.
- 29.2.2. The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence & documents leading thereto & required amount of performance security including additional performance security as per sub clause 29.2 hereof.
- 29.2.3. 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.

GENERAL INSTRUCTION TO CONTRACTORS
(as per DoWR letter No. 20415 dt.14.09.2015)

1. GENERAL INSTRUCTION TO CONTRACTORS

- (a) Any agency or contractor executing a work should be aware about the local festivals like Nuakhai, Makar Sankranti, Raja Sankranti, Chaiti Parab, Danda Nata or any such festivals which may affect the work schedule. Therefore, the contractor should engage more work forces during working period available at his disposal to complete the work as per schedule.
- (b) In the peak summer season, working hour is curtailed by the Labour Department to avoid exposure to personnel to the scorching sun and heat. It is the duty of the agency to increase the number of work force and to employ the existing work force during morning and afternoon hours as per Government orders.
- (c) Rainfall is a normal occurrence during monsoon in Odisha. So, unless there is unusually heavy rainfall resulting in a declared calamity, the contractor is not eligible for any extension of time. The contractor should plan the deployment of work force and machinery, so as to complete the work as per schedule considering ordinary vagaries of nature.
- (d) The same applies for borrow area ponding also. The contractor should for responsible ponding of borrow area in monsoon and likewise lift more quantity of soil/ other materials during dry period, so as to complete the work as per schedule.
- (e) The contractor should take up the work with due diligence in the acquired land without waiting for acquisition of entire land. This should be completed in proportionally less period depending on the quantum of available work front.
- (f) The Agency should plan his work programme and mobilize men and machineries considering the canal closure programme of a particular system or area. Khariff / Rabi closure can't be imposed arbitrarily on the farmers as per the convenience of the agency. Closure of canal for the interest of work will be solely

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at the discretion of the Engineer-in-charge and can't be claimed as a matter of right.

- (g) There will be always be standing crop before harvesting season as per crop schedule and this fact has to be clearly understood by the agency. Extension of time on this ground may not be considered by the Divisional officer.
- (h) Only the day(s) of elections to the Local Bodies / Assembly / Parliament will be treated as non working day(s)

2. Definitions

In the contract (as here in after 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 what ever nature required for the execution, 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 **Superintending Engineer, Lower Indra Canal Division, Khadial** 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 S.E./ Superintending 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 Superintending Engineer, in-charge may have delegated certain duties, acting separately within the scope of 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 term “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.
- k) Year–Means Financial Year.

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1. The contractor has to mention percentage excess or less over the amount put to tender.
2. The contractor will write percentage excess or less up to two decimal points only if he writes the percentage excess or less up to more than two decimal points, the two decimal points shall only be considered without rounding up.
3. A bidder can submit only one tender paper for a particular work, submission of more than one tender paper by a bidder for a particular tender will be liable for rejection of all such tender papers as per Works Department Letter No.4985/Wdt.28.03.2007.
4. The single tender received in the first call shall be cancelled without opening of the bid. The acceptance of a single tender received, even after retendering should have prior approval of the next higher authority as per Works Department Memorandum No.16 dt.01.01.2015.

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TENDER FOR WORKS

I/We hereby tender for the execution for the Governor of Orissa of the work specified in the underwritten memorandum at the rates specified therein within a period of **02 (Two)** calendar months from the date of written order to commence and in accordance in all respect with specifications, designs, drawing and other documents referred to in rule thereof and subject to the annexed conditions of contract and with such materials as are provided for by and in all other respects in accordance with such conditions so far as applicable.

MEMORANDUM

a) If Several sub-works are included they should be detailed in separate list.	a) Name of the work "Periodical maintenance with reaming & redrilling of vertical Drain hole of Drainage Gallary of spillway of Lower Indra Irrigation Project."
	b) Amount put to tender : Rs 13,40,235.00
	c) Agreement Value: Rs. _____
b) This deposit will be 1% of the estimated cost of the work.	d) Earnest money: Rs.13,500/-
	e) Initial security deposit @ 2% (including earnest money) to be deposited before the commencement of the work: Rs.....
c) This percentage deduction from bills will be credited to the contractor's security deposit.	f) Security deposit @ 5% to be deducted from bills:
	g) Time required for the work from date of written order to commence 02 (Two) calendar months.
	h) Date of written order to commence
	i) Total number of items tendered for: 01 (One) No.

"Bill of quantities have been attached separately"

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

Signature of contractor before submission of tenderer

Dated the

Contractor

*Signature of witness to tenderer's signature

Witness

Address

Occupation

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

Dated the Day of2026

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

1. All works proposed for execution by contract will be notified in a form of invitation to tender pasted on board hung up in the office of and signed by the Superintending/Superintending Engineer. This notice will state the work to be carried out, the items and approximate quantities thereof as well as the date of submitting and opening of tenders also the amount of earnest money to be deposited and the amount of the security deposit to be deposited by successful tenderer and the percentage if any, to be deducted from bill. Copies of the specification, design and drawing and any other documents required in connection with the submission of tender signed for the purpose of identification by the Superintending/Superintending Engineer shall also be opened for inspection by the contractor at the office of the Superintending/Superintending 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 account of work, when executed by firm must also be signed by several partners except where the contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firms by one of the partners, or by some other person having authority to give effectual receipts for the firm.
4. The amount of earnest money to be deposited will be 1% of the amount put to tender.
5. The Engineer-in-Charge or his fully authorized assistant will open the tenders in the presence of any intending contractors who may be present at the time opening.
6. The Chief Construction Engineer, Lower Indra Irrigation Project, Khadial shall have the right of rejecting all or any of the tenders.
7. Contractors should pay 1% as earnest money at the time of submitting tenders and 1% as initial security at the time of acceptance of tender. Besides the earnest money and initial security, contractors of Super, Special, A and B classes will be made required to furnish @5% security deposit by way of each bill where as in case of C and D class contractors such deductions will be made @ 3% of gross amount of each bill. Thus the total security deposit from contractors will be 5% for Super, Special, A and B classes and 3% for C and D classes respectively.
8. The earnest money deposited is liable to be forfeited to Govt. if the tenderer backs out from the offer before acceptance of the tender by the competent authority.
9. T.D.S (Tax Deducted at Source) towards GST & CESS etc. will be deducted at the rate prescribed in the Goods and Service Tax 2017, Building & other construction works welfare Cess Act 1996 & as amended from time to time.
10. GST (Goods and Services Tax) has been introduced with effect from 1st, July, 2017 thereby abolishing the Odisha VAT (Value Added Tax) which was in force at the time of calling of the tender of this work. As such, it is agreed that, instead of VAT, GST as applicable is to be recovered from the payment to be made in respect of this Works Contract Accordingly.

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**CONDITIONS
OF
CONTRACT**

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CONDITIONS OF CONTRACT

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

Compensation for delay. The work should not be considered finished until such date as the Superintending Engineer shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by the Superintending Engineer or his authorized agents are fully complied with by the contractor to the Superintending Engineer's satisfaction. Action when whole security deposit is forfeited.

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

Clause - 2(b) To rescind the contract of which rescission notice in writing to the contractor under the hand of the Superintending Engineer shall be conclusive evidence, 20% of the value of left-over work will be realized from the contractor as penalty (Work department Memo No.13396 dated 01.07.2005)

i) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the E.E. shall be conclusive evidence) and in which case, the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of Government.

ii) To employ labour paid by the Public Works Deptt. and to supply materials to carry out the work or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which the cost and price certificate of the Superintending Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates

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as if it had been carried out by the contractor under the terms of his contract, the certificate of the Superintending Engineer as to the value of the work done shall be final and conclusive against the contractor.

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

In the event of any of the above courses being adopted by the Superintending Engineer the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchases or procured any material, 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 of any work thereto for actually performed under this contract, unless and until the Superintending Engineer shall have certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

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

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

Clause-3 : In any case in which any of the powers, conferred upon the Superintending Engineer by clause-3 hereof shall have become exercisable and the same shall not constitute a waiver of any of the condition hereof and such powers shall notwithstanding to be exercisable in the event of any future case of default by the contract of which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future compensation) shall remain unaffected. In the event of the Superintending Engineer putting in force the powers vested in him under the preceding clause he may, if he so desires, take possession of all or any tools, plants, materials and stores, in or upon the works or the site there of or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in the account at the contract rates or in case of these not being applicable, at current market rates to be certified by the Executive Engineer whose certificate thereof shall be final,

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

otherwise the Superintending Engineer may notice in writing to the contractor or his clerks of the works, foreman or other authorized agent required by him to remove such tools, plants, materials, or stores from the premises within time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Superintending Engineer may remove them by the contractor's expense or sell them by suction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Superintending Engineer as to the expense of any such removal and the amount of the proceeds and expense, if any such sale shall be final and conclusive against the contractor.

Extension of
time

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

he claims compensation for delay. In P1 contract time is the essence. 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 the work is not as per the condition of the contract.

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

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

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

Clause-7: The final bill shall be prepared by the officer of the Public Works Department in accordance with the rules of the department in presence of the contractor within one month of the date fixed for completion of the work.

Stores supplied by Government **Clause-8 :** If the specification or estimate of the work provides for the use of any special description of material to be supplied from the Engineer-in-Charge's store, or it is required that the contractor shall use certain stores to be provided by the Engineer-in-Charge under the conditions of the contract such materials and stores; to and the prices be charged thereof as hereinafter mentioned being so far practicable or the convenience of the contractor, but not so as in any way to control the meaning or effect of this contract are specified in the schedule or memorandum hereto annexed the contractor shall be supplied with such materials and stores

noted in the annexed schedule as are required from time to time to be used by him for the purpose of the contract only and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule may set off or deducted from any sums then due or thereafter to become due to the contractor under the contract or otherwise or against or from the security deposit or the proceeds of sale thereof if the same is held in Government securities the same or sufficient portion thereof being in this case sold of the purpose. All materials supplied to the contractor shall remain the absolute property or Government and shall not on any account be removed from the site of the work and shall at all times be open to inspection by the Engineer-in-charge.

Any such material unused and in perfectly good condition at the time of the completion or termination of the contract shall be returned to the Engineer-in-Charge's store, at the prevailing market rate or at the issue rate whichever is less if by a notice writing under his hand he shall so require but the contractor shall not be entitled to return any such material unless with such contract and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him or for any wastage in or damage to any such materials.

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

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

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

Do not invalidate contracts.

Extension of time and consequence of alterations

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

Clause-10 : The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings designs and instructions that may appear to him necessary and advisable during the progress of work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not invalidate the contract, and any additional work the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the

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

main work.

The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. And if the additional work includes any class or work for which no rate is specified in this contract then such class of work shall be carried out at the rates entered in the sanctioned schedule of rates of the locality during the period when the work is being carried on and if such last mentioned class of work is not entered in the schedule of rates of the district then the contractor shall within seven days of the date of his receipt the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge does not agree to his rate he shall by notices in writing be at liberty to cancel his order carry out such class or work and arrange to carry it out in such manner as he may consider advisable.

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

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

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

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

Action and compensation payable in case of bad work.

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

Work to be opened to inspection Contractor or responsible agents to be present.	Clause- 13: All work under or in course of execution or executed in pursuance of the contract shall at all times be opened to the inspection and supervisions of the Engineer-in-charge and his subordinates and the contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the inspection of the Engineer-in-charge or his subordinates to visit the works shall have been given to the contractor either himself be present to receive orders and instruction or have a responsible agent to duly accredited in writing present for that purposes. Order given the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.
Notice to be given before work is covered up	Clause-14 : The contractor shall give not less than five day's notice in writing to the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement, any work without the consent in writing of the Engineer-in-charge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at contractor's expense, or in default thereof on payment or allowance shall be made for such work or the materials with which the same was executed.
Contractor liable for damage done and or imperfection for 3 months after certificates.	Clause-15 : If the contractor or his work people, or servants shall break, deface, injure or destroy any part of a building, in which they may be working or any building, road, fence, enclosure, or grass land, or cultivated ground contiguous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work, while in progress from any cause whatever or any imperfection became apparent in it within three months from the date of final certificate of its completions shall have been given by the Engineer-in-charge, as aforesaid, the contractor shall make the same good at his own expense, or in default, the Engineer-in-charge may cause the same to be made good by other workmen, and deducted the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may be then, or any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof and the contractor shall be liable to pay any part of the expenses not so recovered by the Engineer-in-charge.

Contractor to supply plant, ladders, scaffoldings etc.	Clause-16 : The contractor shall supply at his own cost all materials (except such special, if any, as may in accordance with contract, be supplied from the Engineer-in-charge's stores) plants, tools & appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite for the proper execution of the work, whether original, altered or substituted, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not or which may be necessary of the purpose of satisfying or complying with the requirement of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means & materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at anytime and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contract shall also provide all necessary fencing and light required to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and cost which may be awarded in any such suit, action or proceeding to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.
And is liable for damages arising from non provision of lights, fencing etc.	Clause-17(b) The contractor shall employ one or more Engineering Graduates or Diploma holders as apprentices at his own cost if the work as shown in the tender exceeds Rs.25,00,000/- . The apprentices will be selected by the Chief Construction Engineer. The period of employment will commence within one month after the date of work order and would last till the date when 90% of the work is completed. The fair wage to be paid to the apprentices should be not less than the emolument of personnel or equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Construction Engineer in a manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
	Clause-17(c) AMENDMENT MADE IN WORKS DEPT. NO. CODES M-22/91-15384/9.7.93
	Super Class/ Special Class contractor shall employ under him one Graduate Engineer and two Diploma Holders belonging to the State of Orissa like-wise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to State of Orissa.
	The contractor shall pay to the Engineering personnel monthly emoluments of the personnel of equivalent qualification employed under the State Government of Orissa. The Engineer-in-Chief, R&B, Orissa may however, assist the contractor with names of such unemployed Graduate Engineers and Diploma Holders. If such engineer personnel appointed by the contractors should be intimated to the tender receiving authority along with the tender.
	Each bill of the Super Class/Special Class and 'A' class contractor shall be accompanied by an employment roll of the engineering personnel together with a certificate of the graduate engineer or diploma holder as employed by the contractor to the effect that the work executed as per the bill has been supervised by him.
Work not to be sublet	Clause- 18: The contractor shall not be assigned or sublet without the written approval of the Superintending Engineer. And if the contractor shall assign or sublet his contract, or attempt to do so or become insolvent or commence any insolvency proceeding or make any composition with his creditor, or attempts to do so, or if any bribe, gratuity, gift, loan, perquisite reward or advantage, pecuniary or otherwise, shall either directly or indirectly be
Contractor may be rescinded	

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and security deposit forfeited for subletting bribing or if contractor becomes insolvent.	given promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Superintending Engineer may thereupon by notice in writing rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract had been rescinded under clause- 2(b) hereof, and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.
Sum of payable by way of compensation to be considered as a reasonable compensation without reference to actual loss. Changes in constitution of firm	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. Clause-20: In the case of tender by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information. In case of failure to notify the change in the constitution within fifteen days, the Engineer-in-charge may by notice in writing rescind the contracts and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract had been rescinded under clause-2(b) hereof and in addition the contractor shall not be entitled to recover or be paid for any works thereof actually performed under the contract.
Lump sums in estimates	Clause-21: All work to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Chief Construction Engineer of the Project for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on. Clause-22: Deleted. Clause-23: When the estimate on which a tender is made include lump sums in respect of parts of the work the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may by his discretion pay the lump sum amounts entered in the estimate and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.
Action where no specification.	Clause-24: In the case of any class of work for which there is no such specification as is mentioned in rule-1 such work shall be carried out in accordance with the circle specification and in the event of there being no circle specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.
Definition of works	Clause-25: The expression “works” or “work” used in these conditions shall unless there be something either in the subject or context repugnant to such construction, be constructed and taken to mean the works by or by virtue of the contract contracted to be executed, whether temporary or permanent, and whether original, altered, substituted or additional. Clause-26: Government shall be entitled to recover in full from the contractor any amount that the Government may be liable to pay under Workmen’s Compensation Act VIII of 1923 to any workman employed in course of execution of any part of the work covered by these contract.

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

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

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

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

Clause 31:Price Adjustment Attached separately as ANNEXURE-A, As Per Office Memorandum No. 0755690024019 / 15847/W, dated 19.11.2019 of Commissioner-cum-Secy. to Govt., Govt. of Odisha, Works Department.

Clause – 32 After the work is finished all surplus material and debris are to be removed by the contractor and preliminary works such as vats, mixing platforms etc. are to be dismantled and all materials removed from site. The ground up to 100'-0" wide from the building should be cleared and dressed.

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 piece work prescribed by the State Public works Department provided that where higher rates have been prescribed under the Minimum Wages Act. 1948 wages at such higher rates 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 unauthorizedly 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 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 non payment of wages or of deductions made from his or their wages, which are not justified by their terms of the contract" or non-observance of the regulations, money so deducted should be transferred to the workers concerned.

(e) Vis-à-vis the Government of Odisha, the contractor shall be primarily liable for all 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 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 contend 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 Rs.70.00 for each default of materially incorrect statement. The amount levied as fine as per decision of the 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 and 4 weeks following that day.
- (ii) In case of Miscarriage: - Up to 3 weeks from the date of miscarriage.

2. Pay:

- (i) In case of Delivery: - Leave pay during maternity leave will at the rate of the women's average daily earnings calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the day of which she gives notice that she expects to be confined or at the rate of twelve annas a day whichever is greater.
- (ii) In case of Miscarriage: - Leave pay at the rate of average daily earning calculated on the total wages earned on the days full time work was done during a period of 3 months immediately preceding the date of such miscarriage. Condition of the grant of Maternity Leave: - No maternity leave benefit shall be admissible to women unless she has been employed for a total period not less than 6 months immediately preceding the date on which she proceeds on leave.

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

- 1. **Application:** These rules shall apply to all construction work-in-charge of Orissa Public Works Department which is expected to continue for a year or more.

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2. Definitions:

I.) "Work Place" means a place at which averages of fifty or more workers are employed in connection with construction work.

II.) Large work place means at which an average of 500 or more workers are employed in connection with construction work.

3. First Aid:

- (a) At every work place, there shall be maintained in readily accessible place first-aid appliances including an adequate supply or sterilizer dressing and sterilized cotton wool. The appliances shall be kept in good order and in large work place they shall be readily available during working hours.
- (b) At large work places, where hospital facilities are not available within easy distance of the workers, first aid posts shall be established and run by a trained compounder.
- (c) Where large work places are remote from regular hospitals an indoor ward shall be provided with one bed for every 250 employees.
- (d) Where large work places are situated in cities, towns or in their suburbs and no beds are considered necessary owing to the proximity of city, town hospitals, an ambulance shall be provided to facilitate removal of urgent cases to these hospital. At the work place, some conveyance facilities such as car shall be kept readily available to take injured person or persons suddenly taken seriously ill to the nearest hospitals.

4. Drinking Water:-

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

5. Washing and Bathing Place:-

- (i) Adequate washing and bathing places shall be provided separately for men and women.
- (ii) Such places shall be kept in clean and drain condition.

6. Scale of Accommodation in Latrines and Urinals:-

There shall be provided within the premises of every work place latrines and urinals in an accessible place, the accommodation separately for each of them shall not be less than the following.

- | | |
|--|------------------------|
| (a) Where the number of persons employed within 50 | No. of Seats 1. |
| (b) Where the number of persons employed 50 to 100 | No. of Seats 3. |
| (c) For every additional 100 | No. of Seats 3 per 100 |

(In particular cases, the Superintending Engineer shall have the power to vary the scale where necessary)

7. Latrines and Urinals of women: -

If women are employed, separate latrines and urinals separate from that for men 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 that figure of a man and women shall also be exhibited at the entrance of latrines for each sex. There shall be adequate supply of water close to the urinals and latrines.

8. Latrines and Urinals:

Except in work place provided with water flushed latrines connected with a water borne sewerage system, all latrines shall be provided with receipt able on dry earthen system which shall

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

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

12. Crèche:

(a) At every work place at which more than 50 women workers are employed, there shall be provided only one hut for the use of children under the age of 6 years, belonging to such women and shall be used for infant's games and play and their bed room, the huts shall not be constructed on a lower standard than the following:-

- (i) Thatched roofs.
- (ii) Mud floors and walls
- (iii) Planks spaced over the mud floor and covered with matting.

The hut shall be provided with suitable and sufficient opening for light and ventilation. There shall be adequate provision for sweepers to keep the place clean. There shall be two days in attendance sanitary utensils shall be provided to the satisfaction of the Health Officer of the area concerned. The use of the hut shall be restricted to children, their attendants and mothers of the children.

(b) Where the number of women workers is more than 50 the contractor shall provide one hut and Dhai to look after the children of women workers.

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

(d) The crèche shall be properly maintained and necessary equipment like toys etc shall be provided.

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

ODISHA P.W.D. ELECTRICITY DEPARTMENT CONTRACTOR'S LABOUR REGULATION	
1.	Short Title- These regulations may be called 'The Orissa Public Works Department/Electricity Department Contractor's regulations.
2.	Definitions- In these Regulations, unless otherwise expressed or indicated the following words and expression shall have the meaning hereto assigned to them respectively, that is to say :-
	(i) "Labour" means a worker employed by a contractor of the Orissa Public Works Department/Electricity Department directly or indirectly through a sub contractor or other person by an agent on his behalf.
	(ii) "Fair Wages" means wages whether for the time or piece work prescribed by the State Public Works Department E.S. for the area in which the work is done.
	(iii) "Contractor" shall include every person whether a sub contractor or headman or agent employing labour on the work taken on contract.
	(iv) "Wages" shall have the same meaning as defined in the payment of wages Act and include time and piece rate wages, if any.

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3.	Display of notices regarding wages:-
	The contractor shall :- (a) Before he commences his work on contract display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the work notice in English and in the local Indian language spoken by the majority of the worker's giving the rate of wage prescribed by the State Public Works Department/Electricity Department for the district which the work is done.
	Send a copy of such notices to the Engineer-in-charge of the work.
4.	Payment of wages:-
	(1) Wages due to every worker shall be paid to him direct.
	(2) All wages shall be paid in current coin or currency or in both.
5.	Fixation of wage period:-
	(i) The contractor shall fix the wage period in respect of which the wages be payable.
	(ii) No wage period shall exceed one month.
	(ii) Wages of every workman employed on the contract shall be paid before the expiry of ten days, after the last day of the wage period in respect of which the wages are payable.
	All payments of wages shall be made on a working day.
6.	Wage book and wages cards, etc.
	1) The contractor shall maintain a wage book of each worker in such form as may be convenient, but the same shall include the following particulars:-
	a) Rate of daily or monthly wages
	(b) Nature of works on which employed
	(c) Total number of days work during each wage period.
	(d) Total amount payable for the work during each wage period.
	(e) All deductions made from the wage with an indication in each case of the ground for which the deduction is made.
	(f) Wage actually paid for each wage period.
	2) The contractor shall also maintain a wage card for each worker employed on the work.
	3) The Superintending Engineer may grant an exemption from the maintenance of wage bond, wage cards to a contractor who, in his opinion may not directly or indirectly employ more than 100 persons on the work.
7.	Fines deduction which may be made from wages.
	1) The wages of a worker shall be paid to him without any deduction of any kind except the following:-
	(a) Fines
	(b) Deduction for absence from duty; from the place or places where by the terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absent.
	(c) Deduction for damage to or loss of good expressly entrusted to the employed person for custody or for loss of money for which he is required to account where such damages or loss is directly attributable to his neglect or default.
	(d) Any other deductions which the Orissa Government may from time to time allow.
	2) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deduction.
	3) The total amount of fines which may be imposed in any one wage period on a work shall not exceed an amount equal to five paise in a rupee of the wages payable to him in respect of that wage period.
	4) No fine imposed on any worker shall be recovered from him by installments, or after the expiry of 60 days from the date on which it was imposed.
8.	Register of fines, etc.

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	1) The contractor shall maintain a register of fines and of all deductions for damage or loss. Such Register shall mention the reason for which fine was imposed or deduction for damage or loss was made.
	2) The Contractor shall maintain a list in English and in the local Indian language, clearly defining acts and commissions for which penalty or fine can be imposed. It shall display such list and maintain it in a clean and legible condition in conspicuous places in the work.
9.	Preservation of Register:-
	The wage register, the wage cards and the register of fines, deduction required to be maintained under these regulations shall be preserved for 12 months after date of the last entry made in them.
10.	Powers of Labour Welfare Officer to make investigation or enquiry.
	The Labour Welfare Officer or any other person authorized by the Government of Orissa on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and the provisions of this regulation. He shall investigate into any complaint regarding default made by the contractor, sub-contractor in regard to such provisions.
11.	Report of Labour Welfare Officer:-
	The Labour Welfare Officers or others authorized as aforesaid shall submit a report of the results of his investigation or enquiry to the Superintending 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 his appeal to the Superintending Engineer concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.
14.	Submission of return: - The contractor shall submit periodical returns as may be specified from time to time.
15.	Amendments:- The Government of Orissa may from time to time, add to or amend these regulations and on any question as to the application, interpretation of effect of these regulations, the decision of the Labour Commissioner or any other person authorized by the Government of Orissa in that behalf shall be final.
Clause:-34 The terms and conditions of the agreements have been read/ explained to me/us and I/we certify that I/we clearly understand them.	

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

Particulars	Rates at which the materials will be charged to the Contractor.		Place of Delivery
	Unit	Rs. P.	
Hard rock	One cum	As per cost in the Analysis of rate.	Excavation site

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

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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.

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_o = 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.

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

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

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

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

S_o = 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.

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:

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

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

B_o = 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 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:

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

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

31(b):Adjustment of Labour Component

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

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

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

L_o = 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_l = Percentage of labour component of the work.

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

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

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

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_o = 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

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:

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

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_o = 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 and parts	Construction Machinery	Manufacture of machinery for mining quarrying and 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 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

S.I. No.	Category of works		% Component (Cost wise)		
			Labour (Pl)	POL (Pf)	Steel (Ps) + Cement (Pc) + Bitumen (Pb) + Pipes (Ppi) + Plant & Machinery Spare & Component (Pp) + Other Materials *
1	R&B works (%) of Component)	Road Works	5	5	90
		Bridge Works	5	5	90

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		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)

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*	Weight age 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.			50.86%
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.			7.92%
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.			28.73%
31(a) (iv)	Bitumen(VG-30)	Official retail price of bulk bitumen at the nearest IOC/ HPCL depot			0.00%

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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.			2.08%
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 IOCU HPCU 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			0.41%
				Total	100 %

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

**Values to be filled up in the bid document

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SECTION-I**GENERAL FORMATION**

1. **Description of work to be executed**
“Periodical maintenance with reaming & redrilling of vertical Drain hole of Drainage Gallery of spillway of Lower Indra Irrigation Project.” Provision has been made for improvement to embankment service road.
2. **Location of Work site:**
 The site is situated in **Khadial** Block of **Nuapada** district. The materials can be brought from approved quarry i.e. stone product from Risigaon of Nuapada district.
3. **Transport Communication Facilities**
 Private buses and trucks are plying frequently from **Khadial** to worksite. The contractor has to make arrangement to transport all his construction equipments, construction Materials and labour to work site at his own cost.
4. **Climate**
 The Project area has moderated climate with mean temperature from 18⁰C to 42⁰C during summer month. The rainy season is generally confined to four months from 15th June to 15th October.
5. **Availability of Labour:**
 Both Semi- Skilled & unskilled labour required for the work are available in project area and it is preferable to engage local labourer, However the Contractor must make his own arrangements for labour /machineries/ equipments.
6. **Nearest Town:**
 The nearest town to the work site is **Khadial**
7. **Availability of petrol, Diesel and other lubricants:**
 The nearest petrol pumps for procurement of petrol, diesel and other lubricants are available at **Khadial**. The contractor shall make his own arrangement for procurement of same at his own cost required for the machineries and equipments engaged for the work.
8. **Electricity Supply:**
 Electricity is available at the nearest village. The Contractor shall make his own arrangement for extension of electric connection at his own cost if so required by him.
9. **Housing Facilities:**
 Private house may or may not available in the vicinity of the work site. The Contractor shall make his own arrangement for housing the Labourers, workers and staff at the worksite.
10. **Medical Aid:**
 The nearest Health Centre available at Govt. Hospital, PHC at **Khadial**. However, the Contractor shall make first aid arrangement at his own cost in accordance with rule and regulations of prevailing Labour Act.
11. **Post, Telegraph & Telephones:**
 Post, Telephones etc. are available at **Khadial Town**.
12. **Source of Fund**
 AIBP (Dam & Appurtenant)

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SPECIAL CONDITIONS

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SPECIAL CONDITIONS

1. All materials required for giving profile will be arranged by the contractor at his own cost and responsibility.
2. Land required for borrow area, dumping yard & storage of materials will be arranged by the Contractor at his own cost and responsibility if departmental land is not available.
3. Dewatering if required, during execution will be done by the Contractor at his own cost and responsibility.
4. The length and section of reinforcement after it is put in position as per design will be measured for the purpose of payment excluding weight of binding wire.
5. Water for execution will be arranged by the Contractor at his own cost and responsibility.
6. Concrete should be vibrated with mechanical vibrator.
7. Shuttering materials (frame work) etc. should be returned to the department without any damage, if supplied by the department.
8. It must be definitely understood that the Government do not accept any responsibility for the correctness and completeness of the trial boring shown in the cross sections.
9. Cement shall be used by bags and weight of one bag of cement being taken as 50kg or weight of one cubic meter of cement to be taken as 14.30 quintals.
10. The contractor should have enough technically skilled persons for supervision of the work.
11. All borrow pits for earth work should be at least 30 feet away from the toe of the canal embankment.
12. The seat of embankment will be ploughed 6" deep before earth is put for which no extra payment will be made.
13. No claim whatsoever on account of interest will be entertained under any circumstances.
14. The work will be executed as per Orissa Detailed Standard Specifications and as per the instructions of Engineer-in-charge.
15. Borrowed earth approved by the Engineer-in-Charge should be used in the work.
16. The contractor will make his own cost for arrangements to watch the materials at site till the work is finally closed and handed over.
17. The contractor will remain responsible to arrange all mechanical means whenever required to complete the work in time at his own cost.
18. The quantities provided in the tender schedule are tentative and there is likelihood of variation during execution as directed by the Engineer-in-charge. Before starting the work, the initial levels will be taken for his acceptance. The final bill will be paid on level sections. Neither any claim nor any extra rate will be entertained for variation in quantities.
19. The contractor shall engage local labourers on priority basis during execution of the work.
20. No claim whatsoever will be entertained for a damage caused to the work during supply of water in canal.

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21. The contractor has to make good the damages cause to canal banks for carriage of materials at his own cost.
22. If use of explosive is necessary for the purpose of blasting of rock required at any stage of the execution, the contractor is to obtain necessary area license from the District Authorities for use of explosives in the work site and issue of blasting materials will be allowed only on production of valid license by the contractor.
23. Deduction towards settlement allowance of earthwork is as follows.
 - a). 20% before monsoon
 - b.) 10% after one monsoon
 - c.) Nil after two successive monsoons and or compaction& earthwork done under OMC condition.
24. Whenever controversy will arise between Bill of quantities & technical specification, Bill of quantities will stand.
25. As per amendment to Rule – 2 of O.P.W.D. Code Vol. – II , the successful bidder registered under other state Government has to register under state P.W.D. before signing the agreement.(As per Works Department No 13281 dated 02 /08 / 2007.)
26. Cess @ 1% will be deducted from each bill as per instructions of Govt. in DOWR vide their Letter No. 12364 Date.09.04.2009.
27. Any hindrance due to law and order is basing on the FIR lodged at the nearest police station.
28. The agency should furnish the payment module for his payment with the account number and the banker.
29. Commercial invoice should be submitted by the Contractor at the time of preparation of the work Bill to the concerned Junior Engineer /Assistant Engineer with a copy to the Divisional Office for enabling the Division to make necessary Payment.
30. Agreement shall be drawn only after due verification of APS& ISD of the successful bidder and if any illegitimate instruments are found, Criminal proceedings will be initiated against the defaulting bidder and action will be initiated for Blacklisting through the License issuing Authority.

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**TECHNICAL
SPECIFICATIONS**

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DETAILED TECHNICAL SPECIFICATION

Name of Work: Periodical Maintenance with Reaming & Redrilling of Vertical Porous Holes of Drainage Gallery of Spillway of Lower Indra Irrigation Project

1. GENERAL

The Vertical Porous Drain (VPD) system provided in the spillway blocks of Lower Indra Dam forms an integral component of the drainage arrangement of the spillway structure. The VPDs are designed to intercept seepage water from the body and foundation of the spillway and safely convey the collected water into the drainage gallery, thereby reducing uplift pressure, minimizing seepage forces and ensuring the structural stability of the spillway.

Over a period of operation, the porous drain holes become partially or fully blocked due to accumulation of silt, sediment deposits, calcium carbonate encrustation, leached cementitious materials, grout intrusion, biological growth, iron oxide deposits and other foreign materials. Such blockage adversely affects the drainage efficiency of the spillway and may lead to increased uplift pressure beneath the structure.

To restore the original drainage efficiency, periodical maintenance through systematic reaming, redrilling and cleaning of the Vertical Porous Drain holes is essential. The present work therefore involves complete restoration of all identified VPD holes inside the drainage gallery of the Lower Indra Spillway by employing suitable mechanical drilling, reaming and flushing methods.

The contractor shall execute the work with utmost care considering the importance of the spillway structure and shall ensure that no damage whatsoever occurs to the existing RCC structure, instrumentation system, gallery fittings, drainage arrangements or any other appurtenant works.

2. SCOPE OF WORK

The scope of work shall include but shall not be limited to the following:

2.1 Preliminary Activities

- Detailed inspection of all vertical porous drain holes.
- Identification of blocked, partially blocked and functional drains.
- Cleaning of working areas inside the drainage gallery.
- Arrangement of power supply, lighting and ventilation.
- Deployment of skilled manpower and supervisory personnel.
- Mobilization of drilling and reaming equipment.

2.2 Main Activities

- Reaming of VPD holes using suitable mechanical drilling equipment.

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- Removal of all grout materials, leached deposits and obstructions.
- Redrilling of drain holes wherever required.
- Water flushing and air flushing of cleaned drain holes.
- Removal of debris generated during drilling operations.
- Testing and verification of restored drainage efficiency.
- Cleaning of drainage gallery after completion.

2.3 Ancillary Activities

- Providing safety arrangements for confined space working.
- Transportation of machinery and materials.
- Disposal of excavated and removed materials.
- Recording and documentation of work.
- Submission of completion report.

The contractor shall execute all incidental and contingent works necessary for successful completion of the work even if not specifically mentioned in this specification.

3. SITE CONDITIONS

The work shall be carried out inside the Drainage Gallery of the Lower Indra Spillway.

The contractor shall note that:

- The drainage gallery is a confined working space.
- Access to work locations may be restricted.
- Water seepage may be continuously present in some locations.
- Adequate precautions shall be required for working under damp conditions.
- Continuous functioning of the drainage system shall be maintained.
- Existing monitoring instruments and gallery installations shall not be disturbed.

No extra claim shall be entertained on account of site difficulties.

4. DETAILED SPECIFICATION OF WORK

4.1 Inspection and Assessment of VPD Holes

Prior to commencement of drilling operations, each porous drain hole shall be thoroughly inspected.

The inspection shall include:

- Visual examination.
- Determination of blockage level.
- Identification of possible obstructions.
- Measurement of accessible depth.

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- Assessment of discharge condition.
- Recording of observations.

The contractor shall prepare a register showing:

- Hole identification number.
- Location.
- Existing condition.
- Approximate blockage depth.
- Remarks of Engineer-in-Charge.

Only after approval of inspection records shall the cleaning operation commence.

4.2 Reaming of Vertical Porous Drain Holes

The contractor shall undertake reaming of the drain holes by means of suitable rotary drilling equipment.

The operation shall include removal of:

- Cement grout intrusion.
- Leached cement particles.
- Calcium carbonate deposits.
- Iron deposits.
- Silica deposits.
- Silt accumulation.
- Clay particles.
- Algae and biological growth.
- Loose concrete particles.
- Any other foreign material.

The reaming operation shall be carried out gradually and systematically.

The contractor shall ensure:

- Original alignment is maintained.
- No over-enlargement of bore diameter occurs.
- No cracking of surrounding concrete takes place.
- No vibration harmful to the structure is produced.

The reaming operation shall continue until the original drainage path is restored.

4.3 Redrilling of VPD Holes

Where the blockage is severe and reaming alone is insufficient, the contractor shall carry out

CONTRACTOR

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redrilling operations.

Redrilling shall be undertaken using:

- Rotary drilling machine.
- Diamond drilling equipment where necessary.
- Mechanical drilling tools approved by the Engineer-in-Charge.

The drilling operation shall be performed carefully so as to:

- Maintain the original direction of the porous drain.
- Restore the designed depth of the drain.
- Prevent damage to adjoining concrete.
- Prevent disturbance to existing structural components.

The Engineer-in-Charge may order repeated drilling until satisfactory results are obtained.

No additional payment shall be made for repeated drilling required to achieve desired performance.

4.4 Flushing Operations

Immediately after completion of reaming and drilling, the porous drain holes shall be flushed thoroughly.

The flushing operation shall consist of:

Water Flushing

- High pressure clean water shall be used.
- Water shall be circulated through the drain hole.
- Flushing shall continue until discharged water becomes clear.

Air Flushing

- Compressed air shall be introduced.
- Air pressure shall be regulated carefully.
- Air flushing shall remove remaining loose particles.

Combined Water-Air Flushing

Where directed by the Engineer-in-Charge, combined water and air flushing shall be carried out to ensure complete cleaning of the drain hole.

The contractor shall make all arrangements for water, pumps, compressors, hoses and fittings at his own cost.

4.5 Removal and Disposal of Debris

All materials removed during drilling operations shall be collected and removed from the drainage gallery immediately.

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The removed material may include:

- Cement grout.
- Silt deposits.
- Sludge.
- Concrete dust.
- Calcium deposits.
- Organic matter.
- Water mixed waste.

The debris shall be transported and disposed of beyond a lead of 1.00 km from the adit of the gallery or as directed by the Engineer-in-Charge.

No debris shall be allowed to remain inside the gallery.

4.6 Protection of Existing Structure

Special care shall be taken to protect:

- Spillway concrete.
- Gallery walls.
- Drainage channels.
- Instrumentation systems.
- Uplift pressure measuring devices.
- Electrical installations.
- Lighting arrangements.
- Water measuring systems.

Any damage caused during execution shall be rectified by the contractor at his own cost.

5. EQUIPMENT REQUIREMENT

The contractor shall arrange all necessary equipment including:

- Rotary drilling machine.
- Diamond drilling machine.
- Reaming rods.
- Drill bits.
- Air compressor.
- High pressure water pumps.
- Flexible hoses.
- Portable generators.
- Lighting equipment.
- Ventilation blowers.
- Dewatering pumps.
- Gas detectors.
- Measuring instruments.
- Safety equipment.

All equipment shall be maintained in efficient working condition throughout the execution period.

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6. SAFETY REQUIREMENTS FOR DRAINAGE GALLERY WORK

Since the work is executed inside a confined underground drainage gallery, the contractor shall strictly adhere to all safety provisions.

The contractor shall provide:

Personal Protective Equipment

- Safety helmets.
- Reflective jackets.
- Safety belts.
- Safety shoes.
- Gloves.
- Goggles.
- Dust masks.
- Ear protection devices.

Confined Space Safety

- Oxygen level monitoring.
- Gas detection monitoring.
- Emergency rescue arrangements.
- Standby personnel outside gallery.
- Communication facilities.

Electrical Safety

- Shock-proof lighting.
- Insulated cables.
- Earthing arrangements.
- Leakage protection devices.

Emergency Arrangements

- First aid box.
- Emergency lighting.
- Fire extinguishers.
- Rescue equipment.

The contractor shall be solely responsible for the safety of his personnel.

7. QUALITY CONTROL AND TESTING

The quality of work shall be ensured through systematic inspections and testing.

The following checks shall be conducted:

Before Reaming

- Inspection of drain holes.
- Verification of location.
- Assessment of blockage.

During Reaming

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- Verification of drilling depth.
- Verification of bore alignment.
- Monitoring of removed materials.

After Reaming

- Bore depth measurement.
- Flow verification.
- Water flushing test.
- Air flushing test.
- Functional performance check.

Completion Testing

- Visual inspection.
- Drainage efficiency verification.
- Confirmation of free flow condition.
- Final acceptance inspection.

8. QUALITY CONTROL TESTING CHARGES

The contractor shall bear all expenses towards:

- Quality control inspections.
- Bore depth measurements.
- Functional tests.
- Water flushing tests.
- Air flushing tests.
- Photography.
- Videography.
- Documentation.
- Preparation of inspection records.
- Laboratory tests, if required.
- Third-party inspection, if ordered.

No separate payment shall be made towards quality control testing and associated activities. The entire cost shall be deemed included in the quoted rate.

9. MODE OF MEASUREMENT

Measurement shall be made in **Running Metre (Rmt)**.

The measured length shall be the actual length of Vertical Porous Drain holes successfully cleaned, reamed, redrilled, flushed and made functional, as certified by the Engineer-in-Charge.

No separate measurement shall be made for:

- Mobilization.
- Demobilization.
- Flushing.
- Air blowing.
- Debris removal.

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- Safety arrangements.
- Lighting.
- Ventilation.
- Testing.
- Documentation.

These shall be deemed incidental to the item.

10. RATE

The rate quoted shall be deemed to include:

- Labour charges.
- Skilled drilling operators.
- Supervisory staff.
- All drilling and reaming equipment.
- Compressors.
- Water pumps.
- Air flushing equipment.
- Transportation.
- Safety arrangements.
- Lighting arrangements.
- Ventilation arrangements.
- Gallery cleaning.
- Debris disposal.
- Quality control testing.
- Documentation.
- Taxes, royalties and duties.
- Insurance charges.
- Contractor's profit.
- All leads, lifts and incidental charges.

Nothing extra shall be payable beyond the accepted contract rate.

11. COMPLETION CRITERIA

The work shall be considered complete only after:

1. All designated Vertical Porous Drain holes have been cleaned.
2. Reaming and redrilling have been completed satisfactorily.
3. Drain holes have been flushed and restored.
4. Drainage efficiency has been verified.
5. Debris has been removed from the gallery.
6. Quality control checks have been completed.
7. Final inspection by the Engineer-in-Charge has been carried out.
8. The drainage system is functioning satisfactorily.

The decision of the Engineer-in-Charge regarding the adequacy, quality and completion of the work shall be final and binding on the contractor.

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12. SPECIAL CONDITION

The contractor shall note that the work pertains to the safety-related drainage system of the Lower Indra Spillway. Any negligence, improper drilling, damage to concrete, blockage of drainage passages, disturbance to instrumentation or unsafe execution shall be viewed seriously. The contractor shall execute the work strictly as per the directions of the Engineer-in-Charge and Dam Safety guidelines, and shall be fully responsible for maintaining the integrity and functionality of the spillway drainage system during and after completion of the work.

CONTRACTOR**SUPERINTENDING ENGINEER**

FORMS & ANNEXURE

CONTRACTOR

SUPERINTENDING ENGINEER

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/W.R / R.D/ H&UD Department of the rank of Assistant Engineer & above and any officer of the rank of Assistant / Under Secretary and above of the Works / W.R / R.D/ H&UD 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:-

FORMAT FOR SUBMISSION OF SIMILAR WORK EXPERIENCE								
Name of Bidder: _____								
Details of Similar Nature of Work Executed During Last Ten (10) Years								
Sl. No.	Name of Work	Name of Department/O rganisation	Agreement No. & Date	Nature of Work	Contract Value (Rs.)	Date of Commence ment	Date of Completion	Status of the work
1								
2								
3								
4								
5								

NB: Authority Issuing Certificate (Not Below Rank of Executive Engineer)

CONTRACTOR

SUPERINTENDING ENGINEER

SCHEDULE – B

**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 Tenderer

SCHEDULE – C

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 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:

CONTRACTOR

SUPERINTENDING ENGINEER

RELATIONSHIP DECLARATION**To,****The Tender Inviting Officer,****Subject: (Name of the Work)****Reference : (Bid reference number)****Sir,**

Pursuant to clause 2 of the ITB, it is to inform that I have relative(s) employed as an Officer in the rank of an Assistant Engineer/Under Secretary under the _____ Department. His (Their) details are as follows.

Relationship:

Name:

Designation

Office

Address

Pursuant to clause 2 of the ITB, I am to submit herewith the names of persons who are working under my firm having near relatives to any gazetted officer in the rank of an Assistant Engineer/Under Secretary in the _____ Department.

Sl No	Name of the my employee and his designation in the firm	Presently working at	Details of his relatives working in the Department
			Relationship Name: Designation Office Address
			Relationship Name: Designation Office Address

I am also duty bound to inform the relationship of any subsequent employment with any gazetted officer in the rank of an Assistant Engineer/Under Secretary in the _____ Department. I **am aware that any** breach of this condition would render my firm liable for penal action for suppression of facts.

Yours Sincerely

Signature of the Tenderer.

Date:-

CONTRACTOR**SUPERINTENDING ENGINEER**

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.)

Memo No. 15850

W, dated, 19-11-19

Copy with copy of enclosure 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 Department for information and necessary action.

S. K. Singh 18.11.19

FA - cum- Addl. Secretary to Government

Memo No. 15851

W, dated, 19-11-19

Copy with copy of enclosure 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. K. Singh 18.11.19.

FA - cum- Addl. Secretary to Government

Memo No. 15852

W, dated, 19-11-19

Copy with copy of enclosure forwarded to All Departments / Managing Director, OB & CC Ltd., Bhubaneswar / Managing Director, OCC Ltd., Bhubaneswar / Chief Architect, Odisha, Bhubaneswar for information and necessary action.

S. K. Singh 18.11.19.

FA - cum- Addl. Secretary to Government

Memo No. 15853

W, dated, 19-11-19

Copy with copy of enclosure 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.

S. K. Singh 18.11.19.

FA - cum- Addl. Secretary to Government

Memo No. 15854

W, dated, 19-11-19

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

S. K. Singh 18.11.19.

FA - cum- Addl. Secretary to Government

(P.T.O)

Memo No. 15855

W, dated, 19-11-19

Copy with copy of enclosure 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.

S. Kumar 18-11-19

FA - cum- Addl. Secretary to Government

Memo No. 15856

W, dated, 19-11-19

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

S. Kumar 18-11-19

FA - cum- Addl. Secretary to Government

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:

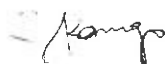
$$V_M = 0.85 \times P_m / 100 \times R \times (M_1 - M_0) / M_0$$

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.



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.

S/Manager
18/11/19

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.



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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:

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

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_l = 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 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. Kumar
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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

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

SI No.	Category of works		% Component (cost wise)		
			Labour (P _l)	POL (P _f)	Steel (P _s) + Cement (P _c) + Bitumen (P _b) + Pipes (P _{pi}) + Plant & Machinery Spare & Component (P _p) + Other Materials*
1	R&B works (% of component)	Road Works	5	5	90
		Bridge works	5	5	90
		Building works	5	5	90
2	Irrigation works (% of component)	Structural 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

**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.

R



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

**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

Asingh

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