



**GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES
SUPERINTENDING ENGINEER,
RENGALI DAM DIVISION, RENGALI**

BID DOCUMENT

FOR THE WORK

**CLEANING OF CALCINATIONS, SLUSH/MUCK FROM FOUNDATION
GALLERY OF RENGALI DAM FROM BLOCK NO-1 TO 51 AND GALLERY
FRONT DRAIN INCLUDING CLEANING OF MOTORS**

Superintending Engineer,
Rengali Dam Division, Rengali



OFFICE OF THE SUPERINTENDIN ENGINEER
RENGALI DAM DIVISION RENGALI DAM SITE
ANGUL-759105
E-mail-rengalidam@gmail.com

‘e’ PROCUREMENT NOTICE

The Superintending Engineer, Rengali Dam Division, Rengali Dam site, Dist: Angul , on behalf of Governor of Odisha invites percentage rate tenders in single cover system to be received in online mode for the works drawn in P.W.D. P1 contract from the intending and eligible contractors of class mentioned against the work registered in W.R/ R & B./CPWD/PWD for execution of work on production proof from the appropriate authority.

| | | |
|----|---|--|
| 1 | Nature of the works | Cleaning of Calcinations, Slush/Muck from foundation Gallery of Rengali Dam from Block No-1 to 51 and Gallery front drain including cleaning of motors |
| 2 | No of works | 01(One) |
| 3 | Estimated Cost | Rs.10.28 Lakh |
| 4 | Cost of Tender Paper | Rs. 6,000.00 |
| 5 | EMD/Bid Security | Rs.10,300.00 |
| 6 | Class of contractors | ‘D’ Or ‘C’ |
| 7 | Period of Completion | 8 (Eight) Calendar month |
| 8 | Date and time of availability of Bid document in the website | From 11.00hrs of 04.07.2026 to 14.07.2026 up to 17.00hrs (www.tendersorissa.gov.in) |
| 9 | Date and time and place of opening of online tender | Dt.15.07.2026 at 11.00 AM in the O/o the Superintending Engineer, Rengali Dam Division, Rengali Dam Site |
| 10 | Date, time and place for for finalization of tender through transparent lottery System (If required) | Dt. 18.07.2026 at 11.00 AM onwards in the O/o the Superintending Engineer, Rengali Dam Division, Rengali Dam Site |
| 11 | Last date and time of seeking tender clarification | From 11.00hrs of 04.07.2026 to 10.07.2026 up to 15.00hrs |
| 12 | Name and Address of Office inviting tender | SUPERINTENDING ENGINEER, RENGALI DAM DIVISION, Rengali Dam Site, Angul-759105 |

Further details conditions can be seen from the Govt. web site www.tendersorissa.gov.in.

**SUPERINTENDING ENGINEER,
RENGALI DAM DIVISION,
RENGALI DAM SITE.**

CONTRACTOR[2]

SUPERITENDING ENGINEER

CONTENTS

| SECTION | ITEMS | PAGE NO. |
|----------------|--|-----------------|
| SECTION-1 | DETAILED TENDER CALL NOTICE | 05-26 |
| SECTION-2 | INFORMATION & INSTRUCTION TO TENDERERS | 27-40 |
| SECTION-3 | GENERAL RULES AND DIRECTIONS | 41-48 |
| SECTION-4 | CONDITION OF CONTRACT | 49-70 |
| SECTION-5 | TECHNICAL SPECIFICATION | 71-138 |
| SECTION-6 | GOVT. CIRCULAR | 139-186 |
| SECTION-7 | DRAWING. | 187-196 |
| SECTION-8 | FINANCIAL BID BILL OF QUANTITY | 197-203 |

**SECTION - 1
DETAILED
TENDER CALL NOTICE.**

GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES
OFFICE OF THE SUPERINTENDING ENGINEER,
RENGALI DAM DIVISION, RENGALI
AT/PO: RENGALI DAM SITE, DIST.: ANGUL-759105
Tel: 06760-266001, e-mail: rengalidam@gmail.com

“e” Procurement Notice

Bid Identification No.: RDD-02 of 2026-27

Name of Work : As per Detailed Tender Call Notice

Total No. of Packages : 01 (One) Nos. of Individual Work

Estimated cost of Package : **Rs.10.28 Lakhs**

Period of Completion : 8 Callendar Month

Class of Contractor : “D” or “C” Class Contractor

Other Details :

| Procurement Officer | Bid-Identification No. | Availability of tender on-line for bidding | |
|---|------------------------|--|-------------------------------------|
| | | From | To |
| Superintending Engineer, Rengali Dam Division, Rengali Dam Site | RDD-02 of 2026-27 | 04.07.2026 at 10.00 AM | 14.07.2026 up to 05.00 PM |

Further details can be seen from the Govt. web site www.tendersodisha.gov.in.
Any addendum/corrigendum/cancellation of tender can also be seen in the said Website.

Superintending Engineer,
Rengali Dam Division, Rengali.

**GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES
OFFICE OF THE SUPERINTENDING ENGINEER,
RENGALI DAM DIVISION, RENGALI
AT/PO: RENGALI DAM SITE, DIST: ANGUL-759105
Tel:06760-266001, e-mail: rengalidam@gmail.com**

Bid Identification No.: RDD-02 of 2026-27

The **Superintending Engineer, Rengali Dam Division, Rengali** on behalf of Hon'ble Governor of Odisha invites on-line percentage rate tenders through "e" Procurement in **Single cover** system for execution of the following work. The bid should be submitted by eligible Class of Contractors 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 outside of State 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.

| Sl. No. | Name of Work | Class of Contractor | Approximate value of work (in lakh) | Time for completion | EMD required (in Rs.) | Cost of Tender Paper (in Rs.) |
|---------|---|---------------------|-------------------------------------|---|-----------------------|-------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 1 | Cleaning of Calcinations, Slush/Muck from foundation Gallery of Rengali Dam from Block No-1 to 51 and Gallery from drain including cleaning of motors | "D" & "C" Class | 10.28 | 8 (Eight) Calendar month including rainy season | 10,300.00 | 6,000.00 |

- Mode of submission of Tender : Tender should be submitted on-line in www.tendersodisha.gov.in
- Period of availability of tenders online/date of time of bidding on-line/Last date of seeking clarification / date of opening of tender papers. : Details as follows

| Procurement Officer | Bid Identification No. | Availability of Tender online for bidding | | Last Date & Time of seeking Tender Clarification | Date & Time of opening of Bid |
|--|------------------------|---|----------------------------------|--|---|
| | | From | To | | |
| Superintending Engineer, Rengali Dam Division, Rengali | RDD-02 of 2026-27. | 04.07.2026 at 10.00 AM | 14.07.2026 up to 05.00 PM | 10.07.2026 up to 15.00 PM | 15.07.2026 At 11.30 AM in the O/o the SE, Rengali Dam Division, Rengali |

- The bid is to be submitted in two covers.
 - Cover-I** is to contain the technical bid with scanned copies of necessary documents in designated locations consisting Scanned copy of **Registration Certificate, PAN Card, GSTIN, Affidavit regarding authenticity of document, No-Relationship Certificate** for eligibility criteria in pdf format to be submitted at the time of bidding.

CONTRACTOR[6]

SUPERINTENDING ENGINEER

- (ii) **Cover-II** is to contain the financial bid with an intelligent Bill of Quantity in Excel Format duly filled in and signed by bidder.
4. Bid document consisting of all information regarding the bidding, plans, specification and schedule of quantities of the works are available in web-site www.tendersodisha.gov.in and the set of terms and conditions of contract and other necessary documents can be seen in the web-site till last date of sale and receipt of tender papers. Interested bidders may obtain further information at the website www.tendersodisha.gov.in.
 5. Furnishing scanned legible copy of original Registration certificate, PAN Card, GSTIN & Affidavit along with the Technical Bid is mandatory otherwise his/her bid shall be declared as non-responsive and thus liable for rejection.
 6. The bids for the works shall remain valid for a period of **90 (Ninety) days** from the date of opening of technical bid. If any bidder / tenderers withdraws his/her bid / tender before the said period or makes any modification in the terms & condition of the bid, the EMD transferred at the time of submission of tender shall stand forfeited.
 7. No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering department of the State Govt. is allowed to work as a contractor for a period of two years after his retirement from Govt. service, without Govt. permission.
 8. Other details can be seen in the bidding documents, which is available in website www.tendersodisha.gov.in.
 9. Authority reserves the right to reject any or all the tenders without assigning any reasons thereof.
 10. The bidder shall transfer online the cost of the bid document in the table in column-7 above as part of its bid through a process as mentioned under DTCN.
 11. The bidders shall pay/transfer the E.M.D/ Bid security amount specified for the work as in column-6 above online as part of its bid through a process as mentioned under DTCN. Bidders desirous to hire machineries or equipment from outside the state are required to transfer online 2% of the amount put to tender as bid security.
 12. . Additional Performance Security shall be deposited by the Bidder when the bid amount is less than the estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price/rates than the estimated cost put to tender shall have to deposit the **Additional Performance Security (APS) in the following manner as per Govt. of Odisha Works Department OM No.173/W, dated: 03/01/2026 & Letter No.: 17121, dated.: 18.05.2024 of Engineer in Chief, Procurement, Department of Water Resources, Bhubaneswar.**

| Sl. No. | Range of difference between the estimated cost put to tender and Bid Amount | APS to be Deposited by the successful bidder |
|---------|---|---|
| 1 | Below 10% (As per OM No-173 dated 03.01.2026) | No Additional Performance Security |
| 2 | From 10% and above and below 20% As per OM No-173 dated 03.01.2026) | Difference between estimated cost put to tender and Bid Amount with addition of 0.1% above each 1% below 10% up to below 20% |
| 3 | From 20% and above (As per OM No-173 dated 03.01.2026) | Difference between estimated cost put to tender and Bid Amount with addition of 0.1% above each 1% below 10% up to below 20% and 0.2% above each 1% below 20% |

within 07 (Seven) days of issue of letter of acceptance (LoA) by the concerned Superintending Engineer (By e-mail) in shape of National Savings Certificate (N.S.C) /Post Office Savings Bank Account/ Post Office Time Deposit Account/ KisanVikasPatra/ Bank Guarantee in favour of the Superintending Engineer, Rengali dam Division, Rengali Dam Site/ Superintending Engineer, Rengali Dam Division, Rengali Dam Sitefrom 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 EMD initial Security Deposit any other Security deposit from the contractor or Supplier in favour of the Superintending Engineer, Rengali dam Division, Rengali Dam Site as mentioned under DTCN, otherwise the bid shall be cancelled and the security deposit shall be forfeited. Further, proceeding for blacklisting shall be initiated against the bidder.

13. If the rate quoted by the bidder is less than 15% of the amount put to tender, then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids. But if more than one bid is quoted (Decimals upto 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 bidders/their authorized representatives and the concerned Superintending Engineer and DAO will remain present.
14. 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 case a contractor is black listed, it will be widely published and intimated to all departments of Govt. and also to Govt. of India agencies working in the State.
15. The technical bid documents (**Cover-I& II**) will be opened by the undersigned on dated **28.01.2025at 11.30 A.M in the Office of the Superintending Engineer, Rengali Dam Division, Rengali** in presence of the bidder or their authorized representative who wish to attend. If the Office happens to be closed on the date of opening of the bid, the same will be opened on the next working day at the same time and venue. After evaluation of the documents contained in **Cover-I (Technical bid)**, the **Cover-II** containing **financial bid/s** of the technically responsive bidder/s a date of Lottery(if Required) will be intimated to the eligible qualified bidder/s through e-mails/Mobiles.
16. **THE CONTRACTOR HAS TO MENTION PERCENTAGE OF EXCESS OR LESS OVER THE ESTIMATED COST (IN FIGURES AND WORDS)**
17. In percentage rate of tender, only percentage quoted shall be considered. Percentage quoted by the contractor shall be accurately filled in figures & words, so that there is no discrepancy. If

any discrepancy is found in the percentage quoted in words and figures, then percentage quoted by the contractor in words shall be taken as correct. If excess/less is not mentioned, then the rate will be treated as percentage excess. In the percentage rate tender the bidder quoting zero percent is valid and will be taken at par with the estimated rate of the work put to tender.

18. The contractor will write percentage Excess or Less up to two decimal points only if he writes the percentage excess or less up to two or more decimal point, the two decimal points shall only be considered without rounding up.
19. Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences toward his eligibility for such exemption.
20. 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 liable for rejection of all such tender papers as per Works Department Letter No.: 4985/W, dated 28.03.2007.
21. The bidder may be asked in writing/online (in their registered e-mail ids) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. The authority inviting bid may reserve the right to accept any additional document.
22. **The Schedule Caste/ Schedule Tribe Contractors** desirous to avail the facility of preference as per Works Department are required to submit an affidavit to this effect. The bidders have to produce their original registration certificate stating the fact of caste by their registration authority and to furnish as and when required for verification of the tender failing which they will not get price preference as per Rule.
23. Engineer Contractors desirous to avail exemption of E.M.D is required to submit an affidavit to the effect that he/she has not yet availed the facility for more than three works during the current financial year and he/she should produce original registration certificate as and when required for verification of the tender failing which the tender will be rejected.
24. Joint Ventures are not allowed.
25. Any addendum/corrigendum/cancellation of tender will be published in the Government Website www.tendersodisha.gov.in.

Sd./-
Superintending Engineer,
Rengali Dam Division, Rengali.

Memo No: _____ date.

Copy submitted to the Additional Chief Secretary to Government, Department of Water Resources, Odisha, Bhubaneswar for favour of kind information and necessary action.

Sd./-
Superintending Engineer,
Rengali Dam Division, Rengali.

CONTRACTOR[9]

SUPERITENDING ENGINEER

**SUPERINTENDING ENGINEER,
RENGALI DAM DIVISION, RENGALI
DETAILED TENDER CALL NOTICE**

1. The **Superintending Engineer, Rengali Dam Division, Rengali** invites online percentage rate tender through website in prescribed form to be eventually drawn P.W.D. form No.P₁ from **“D” or “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 govt. portal and must possess compatible digital signature certificate of class-II and III for online bidding. The website for online bidding is <http://tenderorissa.gov.in> for the work, **“:Cleaning of Calcinations, Slush/Muck from foundation Gallery of Rengali Dam from Block No-1 to 51 and Gallery front drain including cleaning of motors”**
2. The tender documents can be downloaded from the Govt. website <http://tenderorissa.gov.in> from dated **04.07.2026 at 11.00 AM to 14.07.2026 up to 5.00 P.M.** for the work **“:Cleaning of Calcinations, Slush/Muck from foundation Gallery of Rengali Dam from Block No-1 to 51 and Gallery front drain including cleaning of motors”** through online payment/transfer of **Rs.6,000.00 (Rupees six Thousand) only in favour of the Superintending Engineer, Rengali dam Division, Rengali Dam Site on the designated banks.**The bid will be received through e-procurement portal from dated **04.07.2026 at 11.00 AM to 14.07.2026 up to 5.00 P.M.**Each set of bid documents contains technical bid (**Cover-I**) and Price bid (**Cover-II**) i.e. an intelligent bill of quantity in MS Excel format. The bid **Cover- I& II** (Single Cover System) will be **opened on 15.07.2026 at 11.00 AM** in the **Office of the Superintending Engineer, Rengali Dam Division, Rengali**, in presence of the bidders or their authorized agents. The bidders who participated in the online bidding can witness opening of the bid from any system logging on to the portal away from opening place. The bids can only be opened by the pre-designated officials only after the opening time mentioned in the bid. 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. The intimation letter for Lottery (If required) will be sent through their e-mail address and Mobile.
3. The approx. value of the work tendered for **Rs.10.28 Lakhs.**
4. The bidders shall prepare the documents and upload the scanned typed document in PDF format and BOQ in Excel format (or as specified in the portal) in appropriate place. Tender must be submitted in on-line only.
5. No tenderer will be permitted to furnish the tender in their own manuscript.
6. The Earnest Money deposit@1% of the approx. amount put to tender i.e.**Rs.32,500.00** only must accompany with tender (on Line). The bidder shall pay/ transfer the required amount of EMD/ Bid security by online as mentioned in the tender details through Payment gateway of designated banks and in no other form. **A bidder shall make electronic payment using his/her internet banking enabled account with designated Banks or their aggregator banks. A bidder having account in other Banks can make payment using NEFT/RTGS facility of designated Banks. For submission of bids through e-procurement portal, the bidder shall scan all the written pages of the Contractor’s Registration Certificate, PAN Card, GSTIN Clearance,**

Labour license, Affidavit regarding authenticity of documents & No Relationship Certificate, etc. and upload to the system in designated place. The bidder shall furnish, as part of his Bid, a Bid security in the amount as shown in bid notice of the table of Invitation of tender for this particular work. The online bidder shall have to furnish the original affidavit, Contractor's Registration Certificate, PAN & GSTIN clearance certificate & No Relation Certificate which were uploaded through web-site as and when required along with mobile number, e-mail Id of the agency in the office of the **Superintending Engineer, Rengali Dam Division, Rengali/ Superintending Engineer, Rengali dam Division, Rengali Dam Site**during office hours. The Officer inviting the bid shall not be responsible for non-receipt due to any frivolous reasons. Non-submission of "**Bid Security**" along with the bid shall debar the bidder from participating in the online bidding system and his portal registration shall be cancelled. His/ Her name shall also be informed to the registering authority for cancellation of registration.

7. (a) Providing facilities to the Engineer Contractors

- i. As per works Department No.FR-11/2001/10003/00 Bhubaneswar, dated.24.5.01, 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.
- iii. Exemption of EMD to the Engineer contractor will be allowed for a maximum of three works in a financial year and the fact to attending a work with exemption of EMD should be entered in the original Registration Certificate of the Engineer Contractor. [F.D. & LAW Department UOR No.: 334/WE, dated05.06.1998 & No.: 449 L, dated25.03.2000 respectively.

a) No Cheque / Bank Draft / Cash Payment will be accepted towards EMD.

b) Adjustment of earnest money given with other tenders previously and submitted with other tenders shall not to be entertained.

8. 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.

9. For a particular work a bidder can submit only one tender paper. Submission of bids through e-Procurement portal the system shall consider only the last bids submitted through portal.

10. If any further necessary information is required the bidder can **seek clarification** on the bids **up to 3.00 P.M. of dated: 21.01.2025**from Office of the **Superintending Engineer, Rengali Dam Division, Rengali**. The employer's response for the quarries raised by the bidder may be posted in the portal.

11. The Bid security paid/ transferred online through payment gateway of designated banks shall be valid for a period of 45 days beyond the validity of the bid.

12. The earnest money Deposit / Bid security and in respect of cost of bid are to be paid/ transferred online through payment gateway of designated banks along with the bid.

13. The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 5 days of opening of the tender. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority.

14. The Bidders desirous to hire machineries or equipment's from outside the State are required to furnish 2% (Two percent) of the amount put to tender only in the process described above and

as per the above terms and conditions. Tender not accompanied with EMD and security for hired machineries as specified above shall be liable for rejection.

15. In case the contractor proposes to engage machineries and equipment's as asked for in the tender documents owned or hired but deployed outside the state, he/she is required to furnish additional 1% EMD/ BID Security. The entire Bid security including the additional bid security shall stand forfeited in case the contractor fails to mobilize the machineries within a week from the date of commencement of the work & **non submission of above specified documents in proper shape, the bid document will be summarily rejected.**
16. All charges towards quality control test will be borne by the contractor.
17. The work is to be completed in all respect within **8 (eight) calendar** month from the date of issue of Work Order.
18. All tenders received will be remaining valid for **90 (Ninety) days** from the date of opening of technical bid and validity of tenders can also be extended if required without any monetary compensation.
19. Before acceptance of tender, the successful bidder will be required to submit a work programme and milestone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on the part of the agency to achieve the milestone liquidated damage will be imposed.
20. The date of commencement of the work shall be as notified in work order.
21. The Plans, specifications and scope for the work can be seen from the Govt. website during the sale and received period of tender.
22. The tenderers shall carefully study the tentative drawing and specification applicable to the contract and documents which will form as part of the agreement to be entered into by the accepted tenderers. The detailed standard specifications for Odisha and other said relevant specification and drawings are available for sale. Complain at a future date that plans and specifications have not been seen by the tenderers will not be entertained.
23. Every tenderer is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the 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 every case the materials must comply with the relevant specifications.
The tenderer will be deemed to have satisfied himself that the **Percentage** 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 in to account all conditions, difficulties that may be encountered during its progress and to have quoted labour rates and materials, octroi and other duties, including GST as applicable, lead, lifts, de-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. Complaints at future date that the availability of materials, labour or any other factor has been misjudged cannot be entertained. It should be understood clearly that no claim whatsoever will be entertained after wards on the plea of non availability of proper quantity and quality of materials including food stuff or for any other.
24. Each tenderer must quote a definite **Percentage** rate over the estimated cost of work which will be included in the contract. Tenders containing indefinite terms such as estimated rates will not be considered. Submission of Bids through the e-Procurement portal, an intelligent Bill of Quantity in Microsoft Excel format shall be made available to the bidder. The bidder shall fill percentage rates in figures and words should not leave any cell blank.

25. If the rate quoted by the bidder is less than 15% of the amount put to tender, then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids. But if more than one bid is quoted (Decimals upto 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 bidders/their authorized representatives and the **Superintending Engineer, Rengali Dam Division, Rengali** and DAO will remain present.
26. Sample of stone metal and chips etc. to be used are to be collected and deposited quoting the name of quarry under dated initial of the tenderer and A.E.E in charge in the Office of the **Superintending Engineer, Quality Assurance Division, Samal** before procurement for testing and acceptance. The conveyance along with all charges will be borne by the contractor.
27. Bidders are to submit only the original BOQ (in Excel Format) uploaded by Procurement Officer Publisher (Officer Inviting Tender) after entering the relevant fields without any alteration / deletion / modification. Multiple BOQ submission by bidder shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than zero value in the specified cells without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.
28. Rates should be furnished percentage rate of work unless otherwise mentioned in the tender schedule.
29. The bidder shall write his name in the space provide in the specified location in the Protected Bill of Quantities (BoQ) published by the Officer inviting Tender. The bidder shall type rates in figure only in the rate column of respective item(s) without any blank cell in the rate column in case of item rate tender and type percentage excess or less up to two decimal place only in case of percentage rate tender.
30. The percentage rate should be written in figures in decimal coinage and the units in words. The tender should also show the grand total of the whole tender.
31. Submission of Bids through the E-Procurement Portal, the bidder can submit the scanned copy of the documents in the designated locations of Technical Bid and Financial Bid. Submission of document shall be affected by using DSC of appropriate class and thus shall be in encrypted form.
32. The online bidder shall digitally sign on all statement's documents, certificates uploaded by him, owning responsibility for their correctness/authenticity as per IT Act 2000, If any of the information furnished by the bidder is found to be false / fabricated / bogus, his EMD/ Bid security shall stand forfeited & his registration in the portal shall be blocked and the bidder is liable to be blacklisted.
33. The tender may not (at the discretion of the competent authority) be considered unless accompanied by scanned attested true copies of Registration Certificate, PAN card, GSTIN & No Relationship Certificate, Affidavit regarding authenticity of documents. The original certificates are also to be produced at the time prescribed by the tender inviting authority. Copies of Registration Certificate, **PAN CARD, NRC and Affidavit** given with other tender previously or with other tender on the same day will not be taken in to consideration.
34. The tender containing extraneous condition not covered by the tender call 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.

35. Submission of Bids through the E-Procurement Portal, it is allowed to modify the bid. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or

traffic jam. If the bidder fails to submit his modified bids within the designated time of receipt, the bids already in the system shall be taken for evaluation. Submission of Bids through the E-Procurement Portal, withdrawal of bid is allowed. The bidder has to click on the “withdraw” button and record the necessary justification for the same in the space provided. In addition to this, he has to write a letter addressed to the Officer inviting the bid and up load the scanned document to portal in respective bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.

36. Items of work 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 rates will be paid, on actual analysis approved by the competent authorities.

37. On no account the contract work should be sublet to anybody without the prior approval of the competent authority of the Department. In such an event the contract may be rescinded with penalty as will be deemed proper as per decision of the competent authority.

38. Letter etc., raising and lowering the rates or dealing with any point in connection with the tender will not be considered.

39. Schedule of Quantity accompanies tender notice: It shall be definitely understood that the Government does not accept any responsibility for the correctness and completeness of this schedule and this schedule is liable for alternations or omissions, deductions or additions as set forth in the condition of contract and such omission, deductions additions or alternations shall in no way invalidate the contract and no extra monetary compensation will be entertained.

40. The authority reserves the right to make such increase or decrease in the 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 the contract rates. The contractor shall not be entitled for any compensation on this account, except extension of time where considered necessary.

41. Tenders not accompanied by the **EMD @ 1% i.e. Rs. 32,500.00** will be summarily rejected. The bidders have to furnish, as part of his Bid, a bid security in the amount as shown in bid notice of the table of Invitation of Tender for this particular work. Submission of Bids through the E-Procurement Portal, the bidder shall scan all the written pages and upload to the system in designated place. The online bidder shall have to deposit the “Bid Security” online through payment gateway of banks with the “Officer inviting the Bid”. Tender inviting authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure shall debar the bidder from participating in the online bidding system and his portal registration shall be cancelled. His name shall also be informed to the registering authority for cancellation of his registration. The bids of the technically qualified bidders will be opened for evaluation of the price bid. In case of the bidders have not furnished the Bid/Performance Security (EMD) in the above process & documents as per DTCN, their price bid will not be taken in to consideration for evaluation.

42. The contractor shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category. Rent, royalties and other charges of materials, all other taxes including ferry, tolls conveyance charge, other cost. It is implied that the quoted rates are inclusive of such elements except GST.
43. The earnest money will be retained in the case of successful tender and will be dealt with as per the terms and conditions of the O.P.W.D. code and will not carry any interest. The earnest money of the unsuccessful tender will be refunded on application after the tender is finally accepted.
44. The work may be splitted up and distributed among several contractors if considered necessary on the emergency of the circumstances of the work and the contractor is not entitled to any compensation on this account.
45. The Department reserves the right of authority to reject any or all tenders received without assigning any reason whatsoever.
46. The tender inviting officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
47. That for the purpose of jurisdiction in the event of any dispute if any the contract would be deemed to have been entered in to within the State of Odisha and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any place outside the State of Odisha.
48. The tenderer whose tender is selected for acceptance shall within a period of seven days of issue of letter of acceptance (LOA) being given to him shall make an initial security deposit in the form of **NSC / Postal Time Deposit Pass Book / KissanVikasPatra / Postal Savings Bank Account Pass Book/ Post office Time Deposit receipt / Bank Guarantee from any Nationalised Scheduled Bank of India duly pledged in favour of the Superintending Engineer, Rengali dam Division, Rengali Dam Site** and in no other form which shall be 2% of the agreement amount 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, Rengali dam Division, Rengali Dam Site** or as directed. Submission of Bids through the E-Procurement Portal, the system shall generate the award of Contract letter and intimate the bidders in his e-mail. Failure to enter in to the required agreement and to deposit the Initial Security Deposit as above shall entail forfeiture of the earnest money. No tender shall be finally accepted until the required amount of Initial Security money is deposited. The written agreement to be entered in to 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 in-complete 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 security will be refunded after one year of successful completion of the work and payment of the final bill and will not carry any interest.
49. 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**) before commencement of the work.
50. The contractor shall be liable to fully indemnify the department of any compensation under workmen compensation Act VIII of 1993 on account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.

51. Tenderers are required to abide by the fair wages clause 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.
52. In case of any complaint by the labourers working about the nonpayment 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 in default, he may recover such amount from the contractor's dues and pay such amount to the labourer directly under intimation to the local Labour Officer to the Govt. The decision of the Superintending Engineer is final and binding on the contractor.
53. The contractor will have to submit the **Superintending Engineer, Rengali dam Division, Rengali Dam Site** monthly return of labourer both skilled and unskilled employed by him on the work.
54. The contractor should keep himself 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.
55. No compensation will be paid by the department for any damage done by rain, flood, cyclone, tide or by any other natural calamities during the execution of the work.
56. It should be understood clearly that no claim what-so-ever 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.
57. The tenderers 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, dt.25.01.1957, which can be seen in the Office of the **Superintending Engineer, Rengali Dam Division, Rengali** undersigned on working day, during office hours.
58. The tenderers 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, octroi duty, entry tax all other taxes including GST as applicable, ferry tolls, conveyance charges and other cost on account of land and building & temporary electric connection to worksite as well as maintenance of coffer dam, service road, diversion road till completion of work required by the tenderer for collection of materials, storage, housing of staff or other purpose of the work is the responsibility of the bidder. No tenderer will however be liable to pay for temporary occupation of land owned by Govt. at the site of the work.
 - (b) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements there in to the satisfaction of the local health authorities.
 - (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 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 become 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.
59. 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 require. The rates to be quoted should before finishing items of work inclusive of carriage of all materials and incidental items of works.
60. After the work is finished all surplus materials & debris should be removed 100 m. 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 left neat and clean and this should be inclusive of the rates.
61. If any further necessary information is required the **Superintending Engineer, Rengali dam Division, Rengali Dam Site** will furnish such, but it must be clearly understood that the tender must be received in order and according to instruction.
62. In case of delay in acquisition of land no compensation will be admissible but extension of time will be allowed.
63. The department will have the right to supply at any time in the interest of the work any departmental material to be used in the work in addition to those mentioned in clause No.54 and the contractor shall use such materials at the stock issue rate fixed by the Department or market rate whichever is higher.
64. Over and above these condition including the technical specifications the terms, conditions, rules and regulations and specification laid down in Odisha Standard specification code are also binding on the part of the contractor.
65. Submission of bids through E-Procurement Portal, the bidder shall upload the scanned copy/copies of License, GSTIN, PAN card, Affidavit regarding authenticity of documents & No-relationship certificate. The on-line bidder shall have to produce the original documents in support of scanned copies & statements up-loaded in the portal to the **Superintending Engineer, Rengali dam Division, Rengali Dam Site** as & when required.
66. **No Relation Certificate**
The contractor shall have to furnish certificate along with the tender to the effect that he is not related officer in the rank to an **Assistant Executive Engineer** and above in the State P.W.D. and any officer in the rank of Asst. Secy. and above in the W.R. Department. If the fact subsequently proved to be false the contract will be rescinded. The earnest money and the total security will be forfeited and shall be liable to make good the loss of damage resulting from such cancellation. The proforma for no relation certificate is contained in a separate sheet of D.T.C.N. in Annexure- 'B'.
67. 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.
68. The contractor is to supply necessary labour and materials for the purpose of alignment laying whenever required at his own cost.
69. The contractor should arrange necessary tools and plants such as pumps, Road Rollers 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.
70. In the event of delay in supply of design reasonable extension of time will be granted on the application of the contractor. But no claim for monetary compensation will be entertained under any circumstance.

71. Under no circumstance, Interest chargeable for the dues to any additional dues, if any payable for the work.
72. Conditional tenders will not be taken into consideration.
73. The EMD will be forfeited by the competent authority if the tenderer backs out from the offer before acceptance of the tender, as concurred in by Law Department & Finance Department In their UOR No.: 848/L, dated.31.05.97 & UOR No.: 202/WFD, dated.06.03.98 respectively. (Works Department Memo No. 9101/Clt, dated.30.03.98) also the EMD will be forfeited if the tenderer failed to sign the agreement after acceptance and not willing to deposit the required ISD and additional performance security for the unbalance tender items.
74. 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 case a contractor is black listed, it will be widely publicized and intimated to all departments of Govt. and also to Govt. of India agencies working in the State.
75. When in response to a notice calling for tenders, only a single tender is received in the first time, the tender shall be cancelled without opening of the bid and fresh tender be invited publicly. If single tender is received even after retendering, then the approval of the next higher authority should be obtained, if the tender is otherwise in order and acceptable.
76. **Protection against flood:** In case of untimely floods in the river during the working season resulting in overtopping of coffer dam and flooding of the work area, the contractor shall make his own arrangement at his cost to shift the machineries, equipment's, materials, labour and departmental machineries if hired by the contractor to a safe place. The work shall have to be resumed after resending of floods and necessary strengthening of coffer dam and dewatering will be done by the contractor at his cost. Extension of time for the completion of the work may be considered by the department if the discontinuance of the work is beyond the all-reasonable attempts of the contractor to such eventualities.
- The debris and other materials accumulated in the working area during floods or regular floods and necessary strengthening of coffer dam and dewatering will be done by the contractor at his cost. Extension of time for the completion of the work may be considered by the department if the discontinuance of the work may be considered by the department is beyond all reasonable attempts of the contractor to such eventualities.
- The debris, and other materials accumulated in the working area during floods or regular floods in the monsoon shall be removed by the contractor a required for continuing the work at his own cost. By any chance, if any excavated portion that could not be filled with concrete by the contractor, gets filled up during the monsoon period with earth such removal will not be paid for again. The contractor will have to re-excavate the same at his own cost.
- If shall be distinctly understood that it is entirely the responsibility of the contractor to make such arrangements as 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 damages either during working season or during the flood season. The flood includes the high tides, cyclonic effects and saline ingress which should be clearly understood by the contractor and no extra payment for the damage, re-excavation etc. shall be paid in any circumstance. The department accepts no liability what-so-ever for any damage or loss of men, materials, machinery and work of hindrance caused to the progress of work.

The contractor should provide at his own cost adequate protection measures to the completed works at the end of working season or work in progress against the probable flood during monsoon till completion and handling over of the entire work.

77. Dewatering from the foundation for bridges, culverts, building worksites etc. and watering for consolidation in roads embankments 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 term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation water.

78. 2% + surcharge as applicable over the gross amount of the bill shall be deducted from the contractor's bill towards income tax & as amended from time to time.

79. (a) GST as applicable will be paid extra after gross bill amount prepared vide Section-15 and Section 142 (11-C) of Odisha Goods and Service Tax Act 2017.

(b) The percentage rate quoted by the contractor in the tender for works shall exclude GST that may be levied on turnover on works contract according to the Laws and Regulations as applicable from time to time & as amended from time to time.

(c) Deduction of GST at source will be made from each running account bill for the work and credited to Govt. account at the rate as applicable or as amended from time to time.

80. The amount on *royalty* 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.

81. Additional Performance Security shall be deposited by the Bidder when the bid amount is less than the estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price/rates than the estimated cost put to tender shall have to deposit the **Additional Performance Security (APS) in the following manner as per Govt. of Odisha Works Department OM No.173/W, dated: 03/01/2026 & Letter No.: 17121, dated.: 18.05.2024 of Engineer in Chief, Procurement, Department of Water Resources, Bhubaneswar.**

| Sl. No. | Range of difference between the estimated cost put to tender and Bid Amount | APS to be Deposited by the successful bidder |
|---------|---|---|
| 1 | Below 10% (As per OM No-173 dated 03.01.2026) | No Additional Performance Security |
| 2 | From 10% and above and below 20% As per OM No-173 dated 03.01.2026) | Difference between estimated cost put to tender and Bid Amount with addition of 0.1% above each 1% below 10% up to below 20% |
| 3 | From 20% and above(As per OM No-173 dated 03.01.2026) | Difference between estimated cost put to tender and Bid Amount with addition of 0.1% above each 1% below 10% up to below 20% and 0.2% above each 1% below 20% |

within 07 (Seven) days of issue of letter of acceptance (LoA) by the concerned Superintending Engineer (By e-mail) in shape of KissanVikashPatra/Post Office Savings Bank Account/National Savings Certificate/Post Office Time Deposit Account duly pledged in favour of the Superintending Engineer, Rengali dam Division, Rengali Dam Site /Bank Guarantee From any Nationalized/Schedule bank of India in favour of the Superintending Engineer, Rengali dam Division, Rengali Dam Site as mentioned under DTCN, *otherwise the*

bid shall be cancelled and the security deposit shall be forfeited. Further, proceeding for blacklisting shall be initiated against the bidder.

82. The quantities in respect of the items for which quoted rates are more than 25% of the estimated rates are not allowed to be varied by more than five percent. In case if it, exceeds the limit approval of the competent authority shall be obtain from the competent authority and no financial compensation shall be paid for delay in transit of sanction.

83. The bidder may be asked in writing/online (in their registered e-mail ids) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. The authority inviting bid may reserve the right to accept any additional document.

84. For the purpose of estimate the approved quarry lead is to be provided judiciously Engineer-in-charge would be responsible for ensuring the quality of the materials supplied. The contractors would, however be responsible for procurement of materials from authorized sources and voluntarily disclose the source of procurement for the purpose of billing. Besides, the bidder would be required to submit the details of quarry for procurement while submitting the bids.

85. For availing incentive clause in any project which is completed before the stipulated date of completion, subject to other stipulations it is mandatory on the part of the concerned Superintending Engineer to report the actual date of completion of the project as soon as possible through fax or e-mail so that the report is received within 7 days of such completion by the concerned SE, CE & the Administrative Department. The incentive for timely completion should be on a graduated scale of one percent to 5 percent of the contract value. Assessment of incentives may be worked out for earlier completion of work in all respect in the following scale.

| | | |
|-------------------------------------|---|----------------------|
| Before 30% of contract period | = | 5% of Contract Value |
| Before 20 to 30% of contract period | = | 4% of Contract Value |
| Before 10 to 20% of contract period | = | 3% of Contract Value |
| Before 5 to 10% of contract period | = | 2% of Contract Value |
| Before 5% of contract period | = | 1% of Contract Value |

86. **Miscellaneous:**

(a) The department will have the right to inspect the scaffolding and centering made for the work and reject partly or fully such structures if found defective in their opinion.

(b) Shuttering and centering shall be made with seasoned Sal wood planks the inside of which shall be lined with suitable sheeting and make leak proof and water tight or alternatively steel shuttering and centering may be used.

87. Tenderers are also required to go through each clause of P.W.D. form P₁ carefully in addition to the clause mentioned herein before tendering.

88. The contractor shall have to submit an affidavit about authentication of tender documents, while submitting tender.

89. All the forms and Annexure **A, B & III** attached to section 2 of this DTCN must be filled in properly along with the authenticated documentary evidence required therein, failing which the bid shall be treated as 'non-responsive' and be rejected.

90. **1% (One percent)** of the gross amount of the bill will be deducted from the contractor bill towards *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.

91. Registration in the Contractor Data base Management system (CDMS) available at www.cdmsodisha.govt.in by all Contractors is mandatory as per OM No.12934, dated.23.08.18 of Works Department.

92. Grant of Concessions (s) to Scheduled Caste and Scheduled Tribe Contractors will be allowed as per the Resolution No.16262, dated.30.10.2018 & OM No.10224, dated.01.09.15 of Works Department.

93. **Definitions**

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

- a) **Approved/Approval:** Means approved in writing.
- b) **Construction Plant:** Means all equipment's, appliances or a thing of whatsoever 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 drawing referred to in the specifications, any modifications of such drawings approved in writing by the **Superintending Engineer, Rengali dam Division, Rengali Dam Site** 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 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 Specification / 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.

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

These steel shall be procured only from those firms, which are established, reliable, Indigenous & primary producers of steel, having Integrated Steel Plants (ISP), using iron ore as the basic raw-material as per Ministry of Steel's guidelines.

No re-rolled steel shall be permitted in works. All other specifications and guidelines of MORTH shall be complied.

All reinforcement steel and structural steel shall be procured from primary and secondary producers of steel: **SAIL / RINL / TATA / Jindal Steel / Shyam Steel/SML Titan Brand TMT/Rungta Steel/ Reliable/Shrishtii/Majboot/SEL Tiger**

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

Superintending Engineer
Rengali Dam Division, Rengali

SECTION – 2

**INFORMATION AND
INSTRUCTION TO TENDERERS**

SECTION-2

1. Preparation of Tender Documents

The intending tenderer shall log in to the “e” procurement portal identified as <http://www.tendersodisha.gov.in> and download the Technical and Financial bid in shape of bill of quantity in an intelligent MS Excel Format. As per the requirement of the bid document, the bidder will fill up required information and fill up the **percentage rate** in figures on the intelligent MS Excel sheet. **The bidder is to scan his Registration Certificate, GSTIN, PAN Card, Affidavit, No Relation certificate and certificate issued by competent authorities required for fulfilling the minimum qualification criteria specified in the bid document for the work.** The bidder is also required to scan the RC books and other papers relating to the machineries & other documents as specified in the bid document.

2. Method of submission of Tender Documents

- 2.1 The bidder shall upload the scanned copy / copies of the documents & information as per requirement of the bid document through the “e” Procurement Portal. All documents & scanned copies are to be uploaded in the designated location of the Bid. All the uploaded documents should be clear & 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 bidders shall digitally sign on the all statements, documents, clarification uploaded by him owning responsibility for their correctness / authenticity. If any of the information furnished by the bidder is found to be false /fabricated /bogus the bidder will be black listed & EMD /Bid Security will be forfeited.
- 2.2 The information required as per bid documents may be provided in the specified format annexed to the bid document.
- 2.3 Contractors are not required to write their name on the outer cover containing the bid documents. They are only required to write the name of the work and authority who had issued the tenderers. The tender shall not be taken into consideration and item of which no rate has been entered will not be paid for by the employer when executed and shall be deemed covered by the other rates and prices in the bill of quantities.
- 2.4 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 sending or failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure.

- i. **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.
- ii. **Procedures of bid submission using electronic payment of tender paper cost and EMD by bidder:**
- a) The bidders have to log onto the Odisha e-Procurement portal) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender option. Now, submit button can be clicked against the selected tender so that it comes to the My Tenders" section.
 - b) Uploading of Prequalification/Technical/Financial bid: The bidders have to upload the required Prequalification /Technical/Financial bid, as mentioned in the bidding document and in line with Works Department office memorandum No.7885/W, dated.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.
 - Note: 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.
- iii. **Settlement of Cost of Tender Paper:**
- a) **Cost of Tender Paper:** In respect of Government receipts on account of Cost of Tender Paper, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to Bid Identification Number. The State Procurement Cell shall generate Bank-wise Challans under the head of Account for Cost of Tender Paper and instruct the designated Banks to remit the money to the proper head of account of State Government. In respect of the cost of tender paper received through the e- procurement portal, the remittance to the Cyber Treasury account will be made to the Head of Account 0075-Misc. General Services-800-Other Receipts -0097-Misc. Receipts-02237-Cost of Tender Paper.
 - b) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee and EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.

- 2.5 If the intending tender is an individual, the documents shall be signed by the individual above his full type written name and current address.
- 2.6 If the intending tenderer is a proprietary firm, it shall be signed by the proprietor above his full name and with his current address.
- 2.7 If the intending tenderer is a firm in in partnership it shall be 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 pre-qualification documents.
- 2.8 If the intending tenderer is a limited company or Corporation, it shall be signed by a duly authorized person holding the power of attorney in which case certified copy of power of attorney shall accompany.
- 2.9 All witness and sureties shall be of person of status and probity and their full names, occupation and address shall be stated below their signatures.
- 2.10 As the period of execution is **45 Days**so **there is no provision of payment of escalation** as per details given in Clause-32(a) of Condition of Contract. As such the increased cost on cement, rod & bitumen will not be considered.
- 2.11 The agency will install display board mentioning information about the work at work site after drawl of the agreement at his own cost.
- 2.12 The tender documents duly filled in and signed by the intending tenderer should be submitted in on-line through prescribed website only.

3. Opening of Technical Bid Document.

The bid documents **will be opened on dated 28.01.2025 at 11.30 AM** in the **Office of the Superintending Engineer, Rengali Dam Division, Rengali** in the presence of tenderers or their authorized representative, who wish to be present.

4. Financial Decision-making authority.

The original records are to be verified **within 7 (Seven)** days from the date of opening of the tender. The Financial bid who qualified in the technical bid will be opened, if the documents furnished are found to be genuine after due check. If any discrepancy is found in genuineness of the records furnished during verification legal prosecution will be initiated against the default bidder as per legal provisions & the bidder will be debarred from tendering any further work in the Department. The competent authority reserves the right to accept or reject or disqualify any of the tender of Pre-qualification bid without assigning any reasons & its decision shall be final.

5. Submission of bids through E-Procurement portal, the bidder shall upload the scanned copy/copies of **Registration Certificate, GSTIN, PAN Card, Affidavit regarding authenticity of documents & No-relationship certificate.** The on-line bidder shall have to produce the original documents in support of scanned copies & statements uploaded in the portal to the **Superintending Engineer, Rengali dam Division, Rengali Dam Site** before opening of bid.

6. Final Decision-making authority

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

7. Further Clarification

The **Superintending Engineer, Rengali Dam Division, Rengali/ Superintending Engineer, Rengali dam Division, Rengali Dam Site, Assistant Executive Engineer, Rengali dam Sub-Division No.: I/II, Rengali Dam Site** may be contacted during office hours on any working days for any further clarification.

8. **Sample of all material:** The contractor shall supply of all materials fully before procurement for the work for testing and acceptance by **Superintending Engineer, Quality Assurance Division, Samala at his own cost.** If found unsuitable the same may be rejected.
9. From the commencement of the works to the completion of the same, they are to be under the contractor's charge. The contractor is to be held responsible 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 earth quake, 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 will be supplied site order book with pages serially numbered. Orders regarding the work whenever necessary are to be entered in this 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 this book and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the Department. The site 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.

Superintending Engineer
Rengali Dam Division, Rengali

FORM - A
STRUCTURE AND ORGANISATION

1. Name Tenderer.

2. Nationality of Tenderer.

3. Office Address.

4. Telegraphic Address

Telephone No ;

Telex Number

5. Location of establishment

6. The tenderer is -

- a. An individual
- b. A proprietary firm.
- c. A limited company or limited corporation
- d. A member of a group of companies (If yes, give names, address and present description of other companies.)
- e. A subsidiary of large organization
(If yes, give names, address of the present organization)
- f. if the company is subsidiary, state what involvement if any, will the parent company have in the project.

Attach the organization chart showing the structure of the organization including the names of the Directors position of officer.

7. Number of year of experience

a. As a prime contractor

I. In own country

CONTRACTOR[28]

SUPERITENDING ENGINEER

- II. Other country (specify country)
- b. In a Joint venture
- I. In own country
 - II. Other country (specify country)
8. Name of the address of any associates the tenderer has in India who are knowledgeable in the procedure of customs, immigration takes and other information necessary to do work.
9. How many years has your organization been in business under your present name? Add what were your fields were and when you established your organization. When did you add new field (if any)?
10. Were you ever required suspending construction for a period of more than six months continuously after you started? If so, give the names of project and reason of failure.
11. Have you ever not completed any work awarded to you? If so give name of project and reasons for not completing the work.
12. In how many projects were imposed penalties for delay? Please give details.
13. In which fields of Civil Engineering construction do you claim specialization and Interest?
14. Give details of your experience in modern concreting / Earth work and quality control.
15. Give details of your material testing laboratory.

Signature of tenderer

(AFFIDAVIT)

(To be submitted in original in legal stamp paper)

I Sri.....aged..... Years, Son/ Daughter/Wife of Sri.....at present residing At..... P.O. P.S..... Dist..... Pin.....do here by solemnly affirm as follows.

- i) That, I/We possess a valid license for execution of works contract issued by *..... belongs to Class & is valid up to **.....
- ii) I am submitting tenders before the **Superintending Engineer, Rengali Dam Division, Rengali** for execution of following works in response to Bid Identification No.....

- 1.***
-
- 2.
-
- 3.
-
- 4.

- iii) I am the authorized signatory for the tender for the work (mention name of work).
- iv) I am swearing this affidavit that all tender documents and accompanying papers those being submitted by me before the **Superintending Engineer, Rengali Dam Division, Rengali** are all authentic and bonafied documents in the eyes of Law of the land.
- v) I do hereby authorize and request 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.

That the facts stated in the affidavit are true to the best of my knowledge and belief.

Signature of the Contractor/
Authorized Signatory

Note: -

- * Mention the license issuing authority
- ** Mention the date up to which license is valid
- *** Mention the name of works for which tender is being submitted.

ANNEXURE-B

CERTIFICATE OF NO-RELATIONSHIP

I/We hereby certify that I/We am/are not related to any officer of P.W.D. of the rank of **Assistant Executive Engineer and above** and any Officer of the rank of Assistant Secretary and above in the Water Resources Department. I/We am/are aware that if the facts subsequently proved to be false my/our contract will be rescinded with for feature of EMD & security deposit and I/We shall be liable to make good the loss or damage resulting from such cancellation.

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

Signature of Contractor

Address _____

Date: _____

ANNEXURE-C

UNDERTAKING TO PAY MINIMUM WAGES

I do here by undertake that, I will pay **Rs. 472.00 (Rupees Four Hundred Fifty-Two) only** minimum & other allowances (V.D.A.) or as fixed by Government from time to time per day to the labourers engaged by me as per minimum wages act.

CONTRACTOR.

SECTION-3

**GENERAL RULES
& DIRECTIONS**

ODISHA PUBLIC WORKS DEPARTMENT

(FORM P₁)

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS GENERAL RULES & DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

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

This notice will state the work to be carried out, the items and approximate quantities thereof as well as the date for submitting and opening tenders also the amount of earnest money to be deposited and the amount of the security deposit to be deposited by the successful tenderer and the percentage if any, to be deducted from bills. Copies of the specification, designs, and drawings and any other documents required in connection with the submission of tender signed for the purpose of identification by the Sub-divisional Officer / Superintending Engineer shall also be open for inspection by the contractor at the office of the Sub-divisional Officer/ 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 payments made on account of work, when executed by a firm, must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipt must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
4. The memorandum of work tendered for and the memorandum of materials to be supplied by the Public Works Department and their issue rates shall be filled in and completed in the office of the Sub-divisional Officer / Superintending Engineer before the tender form is issued if a form is issued to an intending tendered without having been so filled in a completed he shall request the office to have this done before he completes and delivers his tender.
5. The amount of earnest money to be deposited will be 1%.
6. Any person who submits a tender shall fill up the usual printed form stating at what rate he is willing to undertake each item of the work. Incomplete tender and tender rate he willing to undertake each item of the work specified in the said form of invitation to tender, or which contain any other conditions of any sort, or omit to note the time within which the work can be furnished or which are not accompanied by a treasury challan for the required earnest money will be liable to rejection. No single tender shall include more than one work. But contractors

who wish to tender for two or more work shall submit a separate tender for each. Tender shall bear the name of the work to which they refer written outside the envelope.

7. The **Engineer-in-charge** or his duly authorized assistant will open the tenders in the presence of any intending contractors who may be present at the time and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being rejected the challan for the earnest money forwarded therewith shall there upon be returned to the tenderer with a pay order for the amount of the earnest money.
8. The Engineer-in-charge shall have the right of rejecting all or any of the tenders.
9. In the event of a tender being selected for acceptance the Engineer who opened the tenders will, if he is competent to accept the tender, inform the tenderer of the selected tender who shall there upon sign copies of the specification and other documents with the tender. The tenderer to the selected tenderer shall also deposit the required amount of the security money within the prescribed time. If the tenderer fails to deposit the required amount of the security money within the prescribed time, the Engineer-in-charge may reject the tender. If the Engineer-in-charge is not competent to accept the tender himself, he will inform the tenderer of the tender which he decides to recommended for acceptance, such tender shall there upon sign forthwith copies of the specification and other documents mentioned in rules 1 and 4 and shall deposit the required amount of the security money within the prescribed time. The tender with the specification and other documents signed by the tenderer will then be forwarded for acceptance to the Engineer-in-charge who is competent to accept the same. If the said Engineer-in-charge rejects the tender the security money deposited shall be refunded to the tenderer.
10. When a tender is selected for acceptance the tenderer shall deposit the required amount of the security money in cash in any treasury and shall forward the challan to the Superintending Engineer. Govt. securities may be endorsed to the Superintending Engineer in lieu of cash deposit of the required amount of the security money. No tender shall be finally accepted until the required amount of the security money has been deposited.
11. The amount of security money to be deposited by the tenderer whose tender is selected for acceptance shall be 2 percent of the value of the work and towards this amount, the earnest money already deposited by him shall be credited. At least half of this security inclusive of the earnest money shall be deposited by the tenderer within such time may be notified to him in writing by the officer opening the tender, failing which tender shall be liable to rejection. Any balance of the security money outstanding after completion of the contract with the tenderer may be made up by deductions of 5 percent of the amount of each payment to be made to him under clause 7 of the conditions of contract for the work done under the contract. Taxes as per provisions of government shall be deducted from the bills of tenderer.

12. When tender has been selected for acceptance and the required amount of the security money has been deposited the Engineer-in-charge shall scrutinize all pages of the form of item, rate, tender and contract for works to see that the form has been properly filled up and signed by the contractor and the signature witnessed. He shall then, if he is competent to accept the tender, sign the acceptance of the tenders or if he is not so competent, shall send the form for signature of the acceptance to the officer competent to accept it.
13. All tenderers are required to submit a list of works, which are in hand at the time of submitting their tenders. The list of works are required to be submitted in the proforma by the Superintending Engineer under whom he has executed the work in order to judge their past performance (vide Works Department Circular No.: 15443, dated 01.08.2005).
14. The earnest money deposited is liable to be forfeited to Govt. if the tenderer backout from the offer before acceptance of the tender by the competent authority.
15. T.D.S. (Tax Deducted at Source) towards GST will be deducted at the rate prescribed in the Odisha Goods and Service Tax Act 2017& as amended from time to time.

Superintending Engineer
Rengali Dam Division, Rengali

TENDER FOR WORKS

I/We hereby tender for the execution for the Government of Odisha for the work specified in the underwritten memorandum at the rates specified therein a period of **45 Days** from the date of written order to commence and in accordance in all respects with the specifications, designs, drawings and other documents referred to in rule. I here of and subject to the annexed conditions of contract and with such materials as are provided for by and in all other respects in accordance with such condition so far as applicable.

MEMORANDUM

- | | | |
|--|---|--|
| a) If several sub works are included, they should be detailed in a separate sheet. | a Name of work :) | :Cleaning of Calcinations, Slush/Muck from foundation Gallery of Rengali Dam from Block No-1 to 51 and Gallery front drain including cleaning of motors Rs.10,28,306.00. |
| | b Amount put to tender:) | Rs. |
| | c Agreement Amount :) | Rs. |
| | d Name of the Agency :) | Rs. 10,300.00 |
| | e E.M.D.) | Rs. 10,300.00 |
| b) This deposited will be 2% of the estimated cost of the work | f i) Initial Security deposit (including earnest money) to be deposited before the commencement of the work: ii) Additional Performance Security : | 2% (two percent) of the Agreement value. Rs. |
| c) This percentage Frombills will be credited to the contractor's security deposit | g Security deposit to be deposited from the work bill of contractor. h Time required for the work from date of written order: i Date of written order to commence: j Total item of work tendered for:) | 3% or 5% (Three or Five percent) of the gross amount of bill 8 (Eight) calendar mnth 04 (Four) Items only |

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

Dated theday of2024

Signature of the
Contractor before
submission of
tender

Signature of witness
to one tender's
signature

Witness:

CONTRACTOR

Address:

Signature of Officer
by whom accepted

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

Dated theday of2024

Superintending Engineer,
Rengali dam Division, Rengali Dam Site

Certified that this Agreement Nocontains.....Pages only
(Schedule XLV-Form No.61)

Superintending Engineer
Rengali Dam Division, Rengali

SECTION-4

CONDITION OF CONTRACT

CONDITIONS OF CONTRACT

Compensation
for delay

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

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

Clause- 2(a): The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the written order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract, be carried on with all due diligence (time being deemed to be essence of the contract on the part of the contractor) and the contractor shall pay, as compensation, an amount equal to 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 un-finished after the proper dates (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). 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, and three fourth of work before three fourths as such time has elapsed, in the event of the contractor failing to comply with the condition he shall be liable to pay as compensation an amount equal to one-third percent on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete. Provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.

Action when whole
security deposit is
forfeited.

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

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

ii) To employ labour paid by the Public Works Department 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 respect in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract; the certificate of the 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 in executed 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 original contractor if the whole work had been executed by him (of the amount of which expect 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 Government under the contract or otherwise or from his security deposit or the proceeds of sale thereof or a sufficient part thereof.

In the event of any of the above courses being adopted by the Superintending Engineer the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advance on account of with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work there to for actually performed under this contract, unless and until the 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 twelve months after the date of completion of the work provided the final bill has been paid and defects, if any rectified.

Clause-3: In any case in which any of the powers, conferred upon the Superintending Engineer by clause 3 thereof, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions in the event any further here of and such powers shall not with-standing to be exercisable. In the event of any future case of default by the contractor 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 clauses, 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 thereof or belonging to the Contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or 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 Superintending Engineer whose certificate thereof shall be final, otherwise the Superintending Engineer may notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, plants, materials, or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Superintending

Contractor remains liable to repay compensation if action not taken under clause No.6. Power to take possession of or require removal of or sell contractors plants.

Engineer may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Superintending Engineer as to the expense of any such removal and the amount of the proceeds and expense of 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.

Final Certificate

Clause-5: On completion of the work, the contractor shall be furnished with a certificate by the Superintending Engineer (hereinafter 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 cleared off the dirt from all wood-work, doors, windows, walls, floors or other parts of any building in upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof, nor until the work shall have been measured by the Officer of the Public Works Department in accordance with the rules of the department whose measurements shall be binding and conclusive against the contractor, if the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expense of the contractor remove such scaffoldings 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 materials; as aforesaid except for any sum actually realized by the sale thereof.

Sub-Clause to Clause-5: If in the opinion of Engineer-in-Charge, which shall be final and binding on the contractor, occupation or utilization of a portion of the work completed in no way interferes with progress of the work the same may be occupied or utilized by on behalf of the Govt. under the written order of the Engineer-in-Charge. This will not impede the right of the Engineer-in-charge to get the defects, if any rectified by the contractor at his (Contractor) own cost within **45 days** from the date of completion of the whole work provided that the contractor will not be allowed any concession either in the shape of extension of stipulated period or any other monetary compensation on account of such occupation or use.

Clause-6: A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month and the Engineer-in-Charge or his subordinate shall take the requisite measurement for the purpose 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 counter

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

SUPERITENDING ENGINEER

signature to the measurement list will be sufficient warrant, and the Engineer-in-Charge or his subordinate shall prepare a bill from such list which shall be binding on the contractor in all respects.

Provided that, if any balance of the 10% security, outstanding from each such payment shall be deducted so as to, 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 erected, 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 officers of the Public Works Department in accordance with the rules of the Department in the 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 materials to be supplied from the Engineer-in-Charge's store, or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-Charge under the conditions of this contract (such materials and stores and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning or effect of this contract or 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 purposes 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 be 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 a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall not on any account be removed from the site of the work and shall at all times be open to inspection by the Engineer-in-Charge. Any such materials unused and in perfectly good condition at the time of the completion or determination 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 in writing under his hand he shall so require, but the contractor shall not be entitled to return any such materials unless with such consent, 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-9(a): "If a contractor removes any materials or stock so supplied to him from the site of the work in contravention of the provision of this clause with a view to dispose of the same dishonestly, he shall, in addition to any other liability, civil or criminal arising out of this contract be liable to pay a penalty equivalent to five times the price of the said materials or stock, according to the stipulated rate. The penalty so imposed shall be recoverable from any sum that 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-9(b): Owing to difficulty in obtaining certain materials in the open market the Government have undertaken to supply materials specified in the schedule hereto annexed. There may be delay in obtaining materials by the Department and the contractor is thereof required to keep himself in touch with the day today position regarding the supply of materials from the Engineer-in-Charge and to so adjust the progress of the work that their labour may not remain idle nor may there be any other claim due to or arising from delay in obtaining the materials. It should be clearly understood that no monetary claim whatsoever shall be entertained by the Government on account of delay in supplying materials. However, extension of time for completion of work can be granted on timely application by the contractor vides also Clause-5.

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

Clause-10: The contractor shall execute the whole and every part of the work in the most substantial and workmanlike 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, drawings 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 inspection during office hour and the contractor shall, if he so requires, be entitled at his own expenses to make or cause to be made copies of the specification, and of all such designs, drawings and instructions as aforesaid.

Do not invalidate Contract.

Clause-11: 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 which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work differs 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 of 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 on the schedule of rates of the district, then the contractor shall within seven days of the date of his receipt of the order to carry out the work inform the Engineer-in-Charge of the rate which it is his intension to charge for such class of work, and if the Engineer-in-Charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable.

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

No deviations from the specification stipulated in the contract or 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 and that the contractor shall not be entitled to any payment in respect of such additional work if he fails to submit his claim within the aforesaid period.

Provided always that if the contractor shall commence work 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 rates as shall be fixed by **the Engineer-in-Charge. In the event of a dispute, the decision of the Superintending Engineer, Rengali Dam Division, Rengali/ Superintending Engineer, Rengali dam Division, Rengali Dam Site will be final.**

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

Clause-12: If at any time after the commencement of the work the Government of Odisha shall for any reason whatsoever not required 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 which he did not derive in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alterations having been made in the original specification drawings, designs and instruction which shall involve any curtailment of the work as originally contemplated.

Action and compensation payable in case of bad work.

Clause-13: 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 and 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 to do so shall continue and in the case of any such failure the Engineer - in - charge may rectify or remove, and re-execute the work or remove and replace with 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 open for inspection

Contractor responsible Agents to be present.

Clause-14: 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 supervision of the Engineer-in-charge and his subordinates and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer -in-charge or his subordinate 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 duly accredited in writing, present for that purposes. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

Notice to be given before work is covered up.

Clause-15: The contractor shall give not less than five days notice in writing to Engineer-in-charge or his subordinate -in charge of the work before covering up or otherwise placing beyond the reach of measurement of any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement, any work without the consent in writing of the Engineer-in-charge or his subordinate-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 the contractor's expense, or in default thereof no payment or allowance shall be made for such work of the materials with which same was executed.

Contractor is liable for damages done and for imperfection for 6 months after certificate.

Clause-16: 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 continuous to the premises on which the work of any part of it is being executed or if any damages shall happen to the work while in progress, from any cause whatever or any imperfection became apparent in it within six months from the date of final certificate of its completion shall have been given by the Engineer-in-Charge, as aforesaid the contractor shall make the same to be made good by other workmen and deduct the expenses (of which the certificate of the Engineer-in-Charge shall be final) from any sums that may be then, or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof and the contractor shall be liable to pay any part of the expenses not so recovered by the Engineer-in-charge.

Contractor to supply Plant, ladders, scaffolding etc.

Clause -17: The contractor shall supply at his own cost all materials (except such special materials, if any as may in accordance with the contract be supplied from the Engineer -in -charges stores), Plant, tools, appliances, Implements, ladders, cordage, tackle scaffolding and temporary works requisite or proper for) the proper execution of the work whether original, altered or substituted, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not to which may be necessary for the purpose of satisfying or complying with the requirement of the Engineer-in Charge as to any matter as to which under this conditions be is entitled to be satisfied which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement of examination at any time and from time to time of the work or the materials. Failing him so doing the same may be provided by the Engineer-in-Charge at the expense of the contractor under the contract or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought any person for injury sustained owing to neglect of the above precautions, and to pay damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may with the consent or the contractor be paid to compromise any claim by any such person.

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

Clause-18: No female labour shall be employed within the limits of a cantonment.

The contractor shall not employ for the purpose of this contract any person who is below the age of fourteen years, and shall pay to each labourer for the work done by such labourer, wages not less than the wages paid for similar work in the neighborhood.

The Superintending Engineer shall have the right to enquire into and decide any complaint alleging that the wages paid by the contractor to any labourer for the work done, by such labourer is less than the wages paid for similar work in the neighborhood.

Explanation - Fair wages means wages whether for time of piece work prescribed by the State, PWD provided that where higher rates have been prescribed under the minimum wages Act. 1948 wages at such higher rates would constitute Fair Wages.

The Superintending Engineer shall have the right to enquire into and decide any complaint alleging that the wages paid by the contractor to any labour for the work done by such labour is less than the wages paid for similar work in the neighborhood.

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

Clause-19: 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, proceedings or make any composition with his creditor or attempt to do so or if any bribe, gratuity, gift, loan, perquisite reward, or advance, pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor, or any of his servants or agents to any public officer or persons in the employ of Government in any way relating to his office employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Superintending Engineer may there upon by notice in writing rescind the contract and the security deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue if he contract had been rescinded under the clause³ thereof, and in addition the contractor, shall not be entitled to recover or be paid for any work thereto for actually performed under the contract.

Work not to be sublet. Contract may be rescinded and Security Deposit forfeited for subletting bribing or if contractor becomes insolvent.

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

Clause-20: 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-21: In the case of a tender by partners, any change in the constitution of the firm shall be forth with notified by the contractor to the Engineer-in-charge for his information.

Changes in constitution of firm.

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-3 hereof, and in addition the contractor shall not be entitled to recover or be paid for any works therefore actually performed under the contract.

Lump sums
in estimates.

Clause-22: All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintending Engineer, Rengali dam Division, Rengali Dam Site 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-23: DELETED.

Clause-24: When the estimate on which a tender is made includes 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.

Clause-25: In the case of any class of work for which there is no such specification as is mentioned in the rule-1, such work shall be carried out in accordance with Circle specification and in the event of there being no circle specification, then in such case the work shall be carried out in all respect in accordance with the instructions and requirements of the Engineer-in-charge.

Clause-26: The expression "work" or "work" where used in these conditions shall, unless there be something either in the subject or context repugnant to such construction, be construed, and taken to mean the works by or by virtue of the contract contracted to be executed, whether temporary or permanent, and whether original, altered, substituted or additional.

Clause-27: Government shall be entitled to recover in full from the contractor any amount that the Government may be liable to pay under Workman's compensation Act VII of 1923 to any workman employed in course of execution of any part of the work covered by these contracts.

Clause -28: That the purpose of jurisdiction in the event dispute if any, the contract should be deemed to have been entered into within the state of Odisha and it is agreed that neither party to the contract or of agreement will be competent to bring a suit in regard to the matters covered by this contract at any place outside the state of Odisha.

Clause-29: 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-30: Sanitary arrangements will be made by the contractor at this own cost for his labour camp.

Clause-30(a)1: The contractor shall bear all taxes including GST as applicable, Income tax, royalty, fair-weather charges and tollage, where necessary.

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

If during the progress of the work the price of any materials (excluding the cost of steel, cement, bitumen & P.O.L) incorporated in the work (not being materials supplied from the Engineer-in-Charge's store) in accordance with clause there of increases or decreases a result of increase or decrease in the Average wholesale Price Index (all commodities), and the

contractor thereupon necessarily and properly pays in respect of that materials incorporated in the work such increased or decreased price, then he shall be entitled to reimburse or liable to refund, quarterly, as the case may be such an amount, as shall be equivalent to the plus or minus difference of 85% in between the average wholesale price index (all commodities) which is operating for the quarter under consideration and that operated for the quarter in which the bid was received (last date of receipt) as per the formula indicated below provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to him. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get price escalation on the above materials on the value of works executed during the extended period.

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

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

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

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

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

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

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

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

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

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

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

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

Reimbursement in case of differential cost due to increase in price of cement, steel, bitumen and pipes are to be made by the Superintending Engineer with prior approval tender accepting authority subject to following conditions:

- 1) Contractors have to submit the vouchers showing procurement of different materials from authorized dealers for the said work.
 - 2) Differential cost will be allowed only for the works which are progressed as per the approved work programme/ revised work programme duly approved by the Engineer-in-charge.
- Recovery in case of decrease in prices of cement, steel, bitumen and pipes shall be made by concerned Superintending Engineer from the contractor immediately.

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

a) Adjustment towards differential cost of cement

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

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

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

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

b) Adjustment towards differential cost of steel

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

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

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

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

c) Adjustment towards differential cost of Bitumen.

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

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

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

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

d) Adjustment towards differential cost of pipes:

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

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

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

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

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

P_o = All India Wholesale price Index (as published by Economic Adviser, Govt. of India, Ministry of Industry & commerce, New Delhi) as on the last stipulated date of receipt of tender including extension, if any, for the type of pipe under consideration.

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

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

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

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

$$V_1 = 0.85 \times P_i / 100 \times R \times (L_i - L_o) / L_o$$

V_1 = increase or decrease in the cost of work during the quarter under consideration due to changes in rates of minimum wages.

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

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

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

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

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

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

the work, the contractor shall not be eligible to get price escalation on POL on the value of works executed during the extended period.

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

$$V_i = 0.85 \times P_i / 100 \times R \times (F_i - F_o) / F_o$$

V_i = Increase or decrease in the cost of work during the quarter under consideration due to Changes in rates for P.O.L.

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

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

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

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

Clause 31(d):-The following percentages will govern the price adjustment for the entire contract for different types of works as applicable given in the following table:

Percentage Table

| Sl. No | Category of Works | | % Component (cost wise) | | |
|--------|-----------------------------------|---------------------------------|-------------------------|----------|--|
| | | | Labour (Pi) | POL (Pi) | Steel+ Cement +Bitumen +Other Materials* |
| 1 | R&B works (% of component) | Road Works | 5 | 5 | 90 |
| | | Bridge Works | 25 | 5 | 70 |
| | | Building Works | 25 | - | 75 |
| 2 | Irrigation works (% of component) | Structural Works | 20 | 5 | 75 |
| | | Earth, Canal & Embankment Works | 25 | 10 | 65 |
| 3 | P. H. Work | Structural Works | 25 | 5 | 70 |
| | | Pipe Line Works | 5 | - | Pipe-70%*Other material-25% |
| | | Sewer Line | 10 | - | Pipe-70%*Other material-20% |

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

Clause- 31(e):-APPLICATION OF ESCALATION CLAUSE:

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

work, the last period for payment might become less than 3 months, depending on the actual date of completion.

Clause-32:-After the work is finished all surplus materials & debris are to be removed by the contractor & preliminary works such as vats, mixing platforms, etc. are to be dismantled & all materials removed from site.

FAIR WAGE CLAUSE

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

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

b) The Contractor shall, notwithstanding the provision of any contract to contrary cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work as if the labourers had been immediately employed by him.

c) In respect of all labourers directly or indirectly employed in the work for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all regulations made by Government in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wage register, wage cards publications 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 **Superintending Engineer or Sub-Divisional Officer** concerned shall have the right to deduct, from the money due to the contractor, any sum required or estimated to be required for making good to the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers non-payment of wages or of deductions made from his or their wages, which are not justified by their terms of the contract or non-observance of the regulations. Money so deducted should be transferred to the workers concerned.

e) Vis--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 indemnify from his sub-contractor.

f) The regulations aforesaid shall be deemed to be a part of this contract and any branch thereof shall branch of this contract.

Clause-34: The amount on *royalty* 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.

Clause-35: Amount specified may vary and the work will be taken up as per availability of funds No claim what-so-ever in this regard will be entertained.

Clause-36: (a) The earth work quantity will be assessed from cross section taken at suitable intervals as decided by the **Superintending Engineer, Rengali dam Division, Rengali Dam Site** initial levels will be taken with reference to bench marks, which should be kept at site till finalization of their contract. The initial cross section papers should be signed by both the parties before starting earth work. The final cross section of the embankment in filling reaches when finished to designed section will be taken for each portion of embankments and plotted over the initial level section to ascertain the final quantity to be arrived by deducting necessary settlement allowance. The measurement for earth work should be at 30m or at closer grid.

(b) Stone to be excavated shall be measured in solid normally, but if the site condition do not permit solid measurement as assessed by the Engineer-in-charge due to a mixture of various rock in the particular location, stack measurement will be taken at the direction of the Engineer-in-charge from the

stacks to be measured. Deduction shall be made for voids at 40% minimum for closely packed stacks subject to increase in percentage according to the nature of compactness in stacking. No consideration will be given to any adverse condition by the contractor in his tender.

(c) Rubble stones, boulders, rough stones, soling stones are measured by volume of closely packed stacks 1/6th volume for voids shall normally be deducted from closely packed sacks percentage of void shall be determined an actual observation and deducted.

(d) 12 ½ voids shall be deducted from Metal and Moorum stacks. The box of size 1.50m x 1.50m x 0.50m to be measured as 1.50m x 1.50m x 0.44m = 1 cum. Similar measurement to be adopted for gravel stacks also and voids deducted. The rates are excluding voids.

Clause-37: Curing of all cement works will be done by the contractor as per instruction of the Engineer-in-charge at his own cost.

Clause-38: Dewatering of any magnitude either of excavation of foundation to finished section and laying concrete or masonry work or any structure when and wherever necessary during complete execution period will have to be done by the contractor at his own cost. This is treated to be inclusive of his tendered rate.

Clause-39: (a) The contractor should keep himself in constant touch with the Engineer-in-charge for smooth execution of work and arrange for adequate labourer depending on the work load and working place available. No claim for idle labour on any account will be entertained.

(b) The contractor is fully responsible for safe guard of the Govt. property entrusted to him.

Clause-40: No extension of time shall be allowed to the contractor; however, it may be considered in case of exigencies like natural calamities only. The extension of time may be allowed if authority feels necessary. But no-claim for monetary compensation will be entertained under any circumstances.

Clause-41: After completion of the work the contractor shall arrange at his own cost all requisite equipment's and labour for testing the work and bear the entire cost of such test.

Clause-42: All correspondence with the tenderer will be made through post in the address given in the tender. The tenderer must mention in the tender, his correct postal address where letters can be delivered to him. The department will not held responsible for non-receipt of any letter by the tenderer either for wrong address given by him or for his absence from the given address.

Clause-43: Any jungle clearance needed for borrowing earth beyond the toe of the embankment beyond the excavation limits is the responsibility of the contractor and no extra payment will be made.

Clause-44: Earth work beyond the theoretical designed will not be paid for.

Clause-45: Construction of coffer dams or islands or the works of open excavation or dressing required for construction of structure and approach drain should be included in the rates.

Clause-46: The contractor should take all precautions to protect the structures from flood damages at his own cost during the period of execution. Damages if any caused by the probable flood during monsoon till completion and handing over of entire work will be made by the contractor at his own cost.

Clause-47: By submitting a tender for the tenderer will be deemed to have satisfied himself by actual inspection of the site / quarry and locality of the work about the quality and availability of the required quantity of materials including medical aids, labour and food stuff etc. and that the rates quoted by his in the tender will be adequate to complete the work according to the specification 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, octorai 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. After acceptance of the contractor rates Govt. will not pay any extra charges for any reason in case the contractor is found later on to have misjudged in conditions as regards availability of materials, labour or any other factors, it should be understood clearly that no claim whatsoever will be entertained afterwards on the plea of non-availability of proper quantity of materials including food stuff or any other cause.

Clause-48: It shall be distinctly understood that it is entirely the responsibility of the contractor to make such arrangement as 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 a payment made.

Clause-49: The embankment slopes and banks will be maintained by the contractor till the final payment is made and any rain cuts, sides settlements that would occur should be made good by him at his own cost without any claim.

Clause-50: (a) There will not be any compensation or extension of time granted for reason of adequate cash flow.

(b) Works could be suspended depending on availability funds and no compensation will be admissible on this accord except sanctions of extra time.

(c) No compensation / claim for delay in sanction of deviation / extra items and payment thereof will be admissible to contractor.

Clause-51: The contractor shall be responsible for compensation of any at his workman under workman's compensation Act.

Clause-52: In case of down loaded tenders received with any addition, alternation & deletion, the approved tender document available with the Superintending Engineer is binding.

Clause-53: The terms and condition of the agreement have been read-explained to me and certify that clearly understand them.

Clause-54: The terms and conditions of the agreements have been read / explained to me and.....Certifyclearly understand them.

Odisha P.W.D. Electricity Department Contractor's Labour Regulations.

- 1. Short Title:** These regulations may be called "The Orissa Public Works department/ Electricity Department Contractor's Regulations.

Definitions: In these Regulations unless otherwise expressed or indicated the following words and expression shall have the meaning hereby assigned to them respectively, that is to say:

- (1) "Labour" means a worker employed by a contractor of the Odisha public Works Department/Electrical Department directly/indirectly through a sub-contractor or other person, or by an agent on his behalf.
- (2) "Fair Wages" means wages whether for time or piece work prescribed by the State Public Works Department provided that where higher rates have been prescribed under the Minimum Wages Act,1948 wages at such higher rates should constitute fair wages.
- (3) "Contractor" shall include every person whether a sub-contractor or headman or agent employing labour on the work taken on contract.
- (4) "Wages" shall have the same meaning as defined in the payment of wages Act and include time and piece rate wages, if any.

- 3. Display of notice regarding wages, etc.**

- (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 place on the work, notice in English and in the local Indian language spoken by the majority of the workers, giving the rate of wage prescribed by the State Public Works Department/ Electricity Department for the district which the work is done.
- (b) Send a copy such notice 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.**

CONTRACTOR[55]

SUPERITENDING ENGINEER

- (1) The contractor shall fix the wage period in respect of the which the wages be payable.
- (2) No wage period shall exceed one month.
- (3) Wages of every workman employed on contract shall be paid before the expiry of ten days, after the last day of the wage period in respect of which the wages are payable.
- (4) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.
- (5) All payments of wages shall be made on working day.

6. Wage book and wage cards etc.:

- (1) The contractor shall maintain a Wage book of each worker in such form as may be convenient, but the same shall include the following particulars:
 - (a) Rate of daily or monthly wages.
 - (b) Nature of work on which employed
 - (c) Total number of days worked during each wage period.
 - (d) Total amount payable for the work during each wage period.
 - (e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
 - (f) Wage actually paid for each wage period.
- (2) The contractor shall also maintain a wage card for each worker employed on the work.
- (3) The Superintending Engineer may grant an exemption from the maintenance of wage book, wage cards to a contractor who, in his opinion may not directly or indirectly employ more than 100 persons on the work.

7. Fines and deductions 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, i.e., 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) Deductions for damage or loss of goods expressly entrusted to the employed person for custody or for loss of money for which he is required to account where such damage or loss is directly attributable to his neglect or default.
 - (d) Any other deductions which the 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 workers has been given an opportunity of showing cause against such fines or deduction.
- (3) The total amount of fines which may be imposed in anyone wage period on a work all not exceed an amount equal to five paise in rupee of the wages payable to him in respect of that wage period.
- (4) No fine imposed on any worker shall be recovered from him by installments or after the expiry of 60 days from the date on which it was imposed.

8. Register of fines, etc.:

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

9. Preservation registers:

The wage register, the wage card 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. Power of Labour Welfare Officers to make investigation or inquiry:

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

11. Report of Labour Welfare Officer:

The labour Welfare Officer or other authorized as aforesaid shall submit a report of the result 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 deduction from the contractors bill be made and the wages and the other due be paid to the labour concerned.

12. Appeal against the decision of Labour Welfare Officers:

Any person aggrieved by the decision and recommendation of the labour Welfare Officer or their 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.

13. Inspection of registers:

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

14. Submission of return:

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

15. Amendment- Government of Orissa may from time to time, add to or amend these regulations. 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.

**ADDENDUM TO THE CONDITION OF F2
(NOW RENAMED AS P-1) CONTRACT**

Clause-2(a) of F2 (now renamed as P-1) Contract:

TIME CONTROL

2.1. Progress of work and Re-scheduling programme.

2.1.1. The Superintending Engineer / Engineer- in- Charge shall issue the letter of acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.

2.1.2. Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme commensurate to **Clause no. 2.1.3** showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast. The Contractor is required to maintain a certain rate of progress specified in the Contract. The Contract will be terminated with penalty when the progress of work is not as per the conditions of contract.

2.1.3. To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, 1/4th of the whole time allowed under the contract has elapsed, 1/2 of the whole of the work before 1/2 of the whole time allowed under the contract has elapsed, 3/4th of the whole of the work before 3/4th of the whole time allowed under the contract has elapsed.

2.1.4. If at any time it should appear to the Engineer-in-Charge that the actual process of the work does not conform to the programme to which consent has been given the Contractor shall produce, at

the request of the Engineer-in-Charge, a revised programme showing the modifications to such programme necessary to ensure completion of the works within the time for completion. If the contractor does not submit an updated Programme within this period, the Engineer-in-Charge may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

- 2.1.5. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 2.1.6. The Engineer-in-Charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer-in-Charge again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

1.2. Extension of the Completion Date.

- 2.2.1. The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the Engineer-in-Charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.
- 2.2.2. As soon as possible after the Agreement is executed the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.
- 2.2.3. In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.
 - i) Force majeure, or
 - ii) Abnormally bad weather, or
 - iii) Serious loss or damage by fire, or
 - iv) Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
 - v) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
 - vi) In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
 - vii) Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.
- 2.2.4. Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 2.2.5. In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for

extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

2.3. Compensation for Delay.

- 2.3.1. If the contractor fails to maintain the required progress in terms of clause 2 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Superintending Engineer (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause 2 or that the work remains incomplete. This will also apply to items or group of items for which a separate period of completion has been specified. Compensation @ 1.5% per month of for delay of work delay to be completed on per Day basis. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work. The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in contract data, or the rescheduled milestone(s) in terms of Clause 2.5, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest whatsoever shall be payable on such withheld amount.

2.4. Management Meetings.

- 2.4.1. Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 2.4.2. The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

Clause-2 (b) of Agreement: - Rescission of Contract (Amendment as per letter No.10639, dated 27.05.2005 of Works Department, Odisha):-

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

Superintending Engineer
Rengali Dam Division, Rengali

SECTION – 5

**TECHNICAL
SPECIFICATION**

SECTION - 1

1.0 General Information & Scope of Work

1.1 Description of work to be executed:

The proposed work **“:Cleaning of Calcinations, Slush/Muck from foundation Gallery of Rengali Dam from Block No-1 to 51 and Gallery front drain including cleaning of motors”**.The work site is situated in Kaniha Block under Angul District.

1.2 Location ofwork site:

The work site is situated about 0 Km from Sub-Division headquarters at about **02 Km.** from NH-200 at **Rengali dam Site** and approximately 220 Km from State Capital, Bhubaneswar. Nearest Railway Station is Taolcher which is 65 Km from work site and nearest Airport is at Bhubaneswar which is 225 Km from Rengali Dam Site.

1.3 Transport communication facilities:

Private trucks are plying frequently in NH-200 and Rengali Dam Site-Angul S.H-43 via Kaniha. The contractor has to make arrangements at his own cost to transport all his construction equipment's, construction materials and labour to work site.

1.4 Climate:

The project area has moderated climate with mean temperature from 10°C during winter month to 42°C during summer month. The rainy season is generally confined to four months from 15th June to 15th October during which about 93% of the total annual precipitation is received.

1.5 Availability of Labour:

Both Semi-Skilled & Un-Skilled labour required for the work are available in project area and it is preferable to engage local labour, However the Contractor must make his own arrangements for labour / machineries / equipment's.

1.6 Nearest Town:

The nearest town to the work site is **Pallahara**, the work site is **25Km** from the Block Head Quarter i.e. **Kaniha**

1.7 Availability of Petrol, Diesel and other lubricants:

The nearest petrol pumps for procurement of petrol, diesel and other lubricants are available at **Kaniha/ Rengali Dam Site which is about 20 Km/ 00Km**from work site. The contractor shall make his own arrangement for procurement of same at his own cost required for the machineries and equipment's engaged for the work.

1.8 Electric Supply:

Electricity supply is available at site i.e. within 0.5 Km to 1.00Km from the work site. The contractor shall make his own arrangement for extension of electric connection at his own cost if so required by him.

1.9 Observation of Rules:

The contractor shall take precaution to ensure safety to the workers. The department will not take any responsibility for accident if any that may occur during the period of execution. The contractor shall take immediate action to rectify the defects, immediately if any during the period of execution pointed out by the department.

1.10 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 labour, workers and staff at the work site.

1.11 Medical Aid:

The nearest Hospital is available at **Kaniha/ Rengali Dam Site**. However, the contractor shall make First-Aid arrangement at his own cost in accordance with rule and regulations of prevailing Labour Act.

1.12 Post, Telegraph & Telephones:

Post, Telegraph, Telephones & Fax are available at **Rengali Dam Site**.

1.13 Local Roads:

The existing available approach road to the work site can be used by the contractor. The contractor shall however construct and maintain the connecting roads in the working areas including drainage, sanitary etc. at his own cost. The contractor shall construct haul road and other approach road as may be necessary for proper execution of the work at his own cost.

1.14 General Information:

1.14.1 The information and the data related to work site conditions described above represents the site condition in general and for information of bidders/contractors. The department does not guarantee the reliabilities or accuracy of any other data. The contractor shall undertake at his expense such studies as are necessary to assess the reliabilities and accuracy of information presented.

1.14.2 It shall be presumed that the bidder / contractor visits sites of proposed works at his expense and satisfy himself as to the nature and location of work and local condition in general and particularly about the availability of construction materials electricity supply, water supply, storage and handling of materials, disposal of soil, road communication, availability of labour and other related matters, planning for execution etc. before quoting his rates for different items of work. The department therefore will not bear any responsibility for any interpretation or conclusion made by the contractor in respect of site condition and consequence thereof.

Superintending Engineer
Rengali Dam Division, Rengali

SECTION - 6
GOVERNMENT
CIRCULAR

Government of Orissa
Works Department

Office Memorandum

File No. FA-R-3/08 4666 W Dated 12.12.08

Sub:- Validation and enablement of procurement process through e-procurement by Government of Orissa – Issue of orders there of.

1. The Information Technology Act, 2000 provides legal recognition for transactions carried out by means of electronic data interchange and other means of electronic communication, commonly referred to as 'Electronic Commerce'. As a part of its e – Governance initiatives vis-à-vis "Reforms in the Procurement Process", the Government of Orissa desires to introduce procurement in the electronic mode i.e. 'e-procurement' and has taken up 'e-procurement project' as one of the core IT initiatives. To fulfill the objective, the Government of Orissa has set up an 'e-Procurement Mission' and has sought the service of National Informatics Center, New Delhi to design, develop & customise the software. E-Procurement Mission and PMU of OCAC will do the overall programme management. The project shall cover the procurement of 'civil works' costing **Rupees three crores or more** in the pilot phase and shall be implemented in the N.H wing of the Works Department and Water Resources Department. Subsequently the e-procurement shall be extended to all the departments for all types of 'work' including procurement of 'goods' & 'services', costing above Rs.10 lakhs.
2. In the event of successful completion of the pilot and readiness to roll out e-procurement across all Government Departments and organizations, Government of Orissa authorized the Water Resources, Rural Development, Housing & Urban Development Department and other wings do Works Department to adopt e-procurement processes in place of conventional processes for works costing more than Rs.3.00 crores. Till such time conventional process will be in force in all other Government Departments except the projects identified by the respective Administrative Department for inclusion in the pilot phase. But pilot phase being a transition phase, the bids

will be received both online and offline. The e-procurement system in general shall cover the activities but not limited to the following:

- a. Publishing notices inviting bids/ tenders
- b. Release / sale of bid/ tender documents
- c. Receipt of bids (with DSC authentication)

3. The prevalent procurement practice (manual mode) has already been documented as the "As Is" process and the desired end product, here in after known as the "To Be" process, has already been firmed up and a plan of action regarding what would now be processed and preserved in the electronic form and the rules/ code provisions/ GOs that need to be amended in order to provide legal validity to the e-procurement process, have been identified. The e-procurement shall be operated compliant to relevant provisions of OGFR/ OPWD code/ Accounts code/ Government statues including any amendments brought from time to time to suit to the requirement of the best national practice.
4. The Government in Works Department after careful consideration and detailed examination hereby decided to undertake Procurement through electronic processes defined initially in the firmed up "To Be processes" in the roll out phase covering works valued upto Rs.10.00 lakhs and above and any amendment to be brought in to remove any deficiencies. The Government has further decided that notwithstanding any existing provisions of the Orissa Public Works Department code as well as other orders and executive instructions in force, e-procurement processes shall be valid for procurement of 'works' and for entrustment of contracts for all civil engineering projects on the strength of this Office memorandum. **Specific process shall be notified by the Works Department in due time.**
5. The Government desires to provide a smooth transaction to the e-procurement and thereby considers that the bids for the 'Works' which will be taken up during the pilot phase, will be received both in the conventional method (Offline) and electronic mode (Online) till such time the Government declares to stop bids in conventional method.

6. The e-procurement market place, during this pilot phase, shall provide an online self-service registration facility, herein after known as the portal enrollment/ portal Registration, to such of the contractors, who are already registered with Government of Orissa. As an incentive for early portal enrollment, basic registration by contractors, that allows them to participate effectively in the e-procurement process, shall be enabled by the software without levy of any extra registration or subscription fee initially.
7. However, the e-procurement market place, may levy charges for such value-added services. Contractors registered out side Orissa, can participate after necessary portal enrollment but have to subsequently undergo registration with the appropriate authority of the State Government before award of the work as per the available registration norms.
8. Works Department shall issue necessary amendments/ changes in the existing procedure as deemed necessary for switching over from the conventional/ existing procurement processes to equivalent e-procurement process. Pending the issue of necessary amendments/ changes after successful completion of the pilot phase, the present Office Memorandum would be construed to authorize the implementing Departments to deploy e-procurement for their procurement functions, beyond the ceiling earmarked here in above.
9. All the sub-ordinate offices shall constitute a 'Procurement Cell' to oversee the procurement process of implementation. The 'e-procurement Mission' of Orissa and OCAC & NIC as the service provider shall initially guide the 'Cell' to identify logistic supports, train the staffs and Contractors and above all 'hands on experience' during pilot phase.
10. The digital signature certificate will be issued to the Department users, through the NICCA (Agency of NIC) on payment of usual cost. The contractors/ suppliers/ service providers shall obtain the DSC's from any of the certifying Authorities by CCA e.g. TCS, n-Code & Sify etc. with immediate effect.

11. The electronically submitted bids may be permitted to be opened by a Bid Inviting Authority or a member of the BID Security Committee from their new location if they are transferred after the issue of Notice Inviting Bid and before bid opening and the new incumbent is yet to obtain his digital signature. Further, action on bid documents shall be taken by the new incumbent of the post.
12. In case any bidder asks for a clarification on the bid documents before '48 hours of the opening of the bid, the Bid Inviting Authority shall ensure that a reply is sent and copies of the reply to the clarification sought shall be communicated to all those who have purchased the bid documents without identifying the source of the query and upload such clarification to the designated website for the information of those who have downloaded the bid documents from the website.
13. The bid document shall be permitted to be submitted to the designated website while documents such as EMD, certificates may be sent in physical form.
14. The Bid Inviting Authority shall ensure that adequate arrangements are made for the proper receipt and safe custody of the bids at the place indicated for receipt of the bids. Such of the bids that are received through electronic mail shall be kept electronically locked. Orders on the procedure for e-procurement if Bid Security/ Earnest Money Deposit which have to be made through e-payment gateway shall be issued separately once the e-submission of bids become fully operational.
15. Any bid received beyond the closure time shall not be opened and shall be returned unopened to the bidders and in case of bids submitted through e-procurement, a report on the late submission of bids shall be granted and the same shall be sent back to the bidder's concerned.
16. Provision of this order will be reviewed at the end of the pilot project.

17. This has been concurred in by the Department of Information Technology in their UOR No.2/IT, dated 11.1.2008, Law Department in their UOR No.73/L, dated 14.1.2008 and Finance Department in their UOR No.10-ES-3/F, dated 15.1.2008.

Memo No. 4667
EIC - cum- Secretary to Government
W, Dated. 12.3.08
Copy forwarded to P.S. to Hon'ble Minister, Finance, Orissa/ P.S. to Hon'ble Minister, Works, Housing, Orissa for information and necessary action.

Memo No. 4668
FA- cum-Addl. Secy. to Govt.
W, Dated. 12.3.08
Copy forwarded to OSD to Chief Secretary, Orissa/ P.S. to Development Commissioner- cum-Additional Chief Secretary, Orissa/ P.S. to Principal Secretary to Chief Minister, Orissa for information and necessary action.

Memo No. 4669
FA- cum-Addl. Secy. to Govt.
W, Dated. 12.3.08
Copy forwarded to Finance Department/ Department of Water Resources/ Housing & Urban Development Department/ Rural Development Department/ Panchayati Raj Department/ Department of Information Technology/ Law Department/ all other Departments/ Managing Director, OB & CC Ltd./ Managing Director, O CC Ltd for information and necessary action.

Memo No. 4670
FA- cum-Addl. Secy. to Govt.
W, Dated. 12.3.08
Copy with soft copy forwarded to the Head, State Portal Group, IT Centre, Ground Floor, North Annexe of Secretariat for information and necessary action.
He is requested to display this office memorandum in the web-site of State Government.

FA- cum-Addl. Secy. to Govt.

Government of Odisha
Works Department

Office Memorandum

File No.07556900052014 -

16

W, dated,

01/01/2015

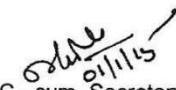
Sub: - Acceptance of Single Tender.

After careful consideration Government have been pleased to make following modification to Notes- (iii) of Para-3.5.18 of O.P.W.D. Code, Volume-I & Rule-29 of Appendix-IX of O.P.W.D. Code, Volume-II for Acceptance of Single Tender in response to a Notice Inviting Tender.

Notes- (iii) of Para-3.5.18 – 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.

Rule-29 of Appendix-IX – when in response to a notice calling for tenders, only a single tender is received in the first time, the tender shall be cancelled without opening of the bid and fresh tender be invited publicly. If single tender is received, even after retendering then the approval of the next higher authority should be obtained, if the tender is otherwise in order and acceptable.

1. This shall take effect from the date of issue of this Office Memorandum.
2. This has been concurred in by the Finance Department vide their U.O.R. No.254-WF-I Dt.13.11.2014.


EIC - cum- Secretary to Government

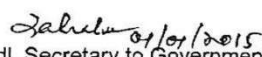
Memo No.

17

W, dated,

01/01/2015

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


FA - cum- Addl. Secretary to Government

(P.T.O.)

Memo No. 18 W, dated, 01/01/2015
Copy forwarded to OSD to Chief Secretary, Odisha / P.S. to Development Commissioner- cum-Additional Chief Secretary, Odisha for information and necessary action.

Memo No. 19 W, dated, 01/01/2015
FA - cum- Addl. Secretary to Government
Copy forwarded to All Departments / Managing Director, OB & CC Ltd., Bhubaneswar / Managing Director, OCC Ltd., Bhubaneswar for information and necessary action.

Memo No. 20 W, dated, 01/01/2015
FA - cum- Addl. Secretary to Government
Copy forwarded to All Chief Engineers, Odisha / All Superintending Engineers / All Executive Engineers (under Works Department) for information and wide circulation among subordinate offices.

Memo No. 21 W, dated, 01/01/2015
FA - cum- Addl. Secretary to Government
Copy forwarded to the Accountant General (A&E), Odisha, Bhubaneswar / Accountant General, Odisha, Puri Branch, Puri for information and necessary action.

Memo No. 22 W, dated, 01/01/2015
FA - cum- Addl. Secretary to Government
Copy forwarded to the Luminous Infoways Pvt. Ltd., N-6 / 373, Jaydev Vihar, Bhubaneswar email: support @ lipl.in for information and necessary action.
They are requested to display it in the web-site of State Government.

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

Memo No. 23 W, dated, 01/01/2015
Copy forwarded to the Director, Printing, Stationary & Publication, Odisha, Cuttack for information and necessary action.
He is requested to publish this amendment in the next issue of Odisha Gazette.

Memo No. 24 W, dated, 01/01/2015
FA - cum- Addl. Secretary to Government
Copy forwarded to A/C-I Section / A/C-II Section / Road Section / Plan Section / Building Section / Budget Section / N.Hs. Section / FC & AA Section / PPP Cell / EAP Cell, Works Department for information and necessary action.

FA - cum- Addl. Secretary to Government

GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES

IIM- 4/2015
Memo No. 660 W.R., Dated. 9/1/15
Copy forwarded to E.I.C, Water Resources/E.I.C (P & D)/ All CE & BMs/All CEs/All CCEs for information and necessary action.

5 spare copies to Guard file.

FA-Cum-Joint Secretary

Government of Odisha
Works Department

Office Memorandum

File No.-075569000162015 - 10224 W, dated, 1.9.15

Sub: - Amendment to Codal / Contractual provisions.

After careful consideration Government have been pleased to add the following Para to the existing Clause-36 of Appendix-IX of OPWD Code, Volume-II.

"If the rate quoted by the SC and ST category contractors comes to 14.99% (decimals up to two numbers will be taken for all practical purposes) less than the estimated cost after availing 10% price preference as per Para-2 of Works Department Resolution No.27748 dt.11.10.1977, then the tender shall be finalised by the tender accepting authority through a transparent lottery system along with other category of contractors whose rates are 14.99% less than the estimated cost".

1. This shall take effect from the date of issue of this Office Memorandum.
2. This has been concurred in by the Finance Department vide their U.O.R. No.130-WF-I dt.03.06.2015.

1.9.15
EIC - cum- Secretary to Government

Memo No. 10225 W, dated, 1.9.15

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

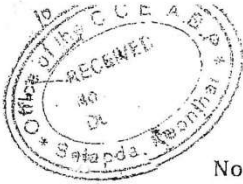
1.9.15
FA - cum- Addl. Secretary to Government

Memo No. 10226 W, dated, 1.9.15

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

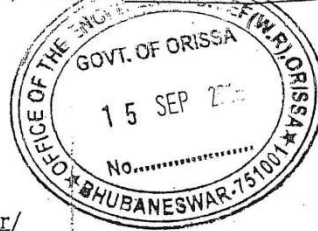
1.9.15
FA - cum- Addl. Secretary to Government

(P.T.O.)



~~2955~~ ~~1919/15~~ ~~W.R.~~
GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES

No. 20415 /DoWR, Bhubaneswar, Dated 14.9.2015
IIM-4/2015



From
15/9
30/9

From
Sri Nihar Ranjan Swain,
F.A-cum- Joint Secretary to Government

To
The EIC, Water Resources, Odisha, Bhubaneswar/
Chief Engineer, Minor Irrigation, Odisha, Bhubaneswar/
All Chief Engineer & Basin Managers/
All Chief Construction Engineers/
Managing Director, M/s. OCC Ltd., Bhubaneswar.

Most Urgent
Sri Senapati, EE
Sri S.S. Dash, AEE
Smt Nayak, AEE
Sri Mallik, AEE
15/9

Sub: Issue of General Instructions to Contractors.

Sir,

WF
15/9/15

In inviting a reference to the subject mentioned above, I am directed to say that during the course of Project Review and Tender Committee meeting of the Department of Water Resources, it has come to the notice of Government that proposals for grant Extension of Time (EoT) are received on flimsy grounds. This has resulted in further grant of Escalation and Differential cost of Cement and Steel to the Contractors involving huge sums of money.

There are other irregularities in Tender & Contract Management such as acquisition of land, canal closure programme etc., which are also hampering execution of project works and ultimately resulting in time and cost over run. A general guideline has been prepared for instruction to contractors to avoid certain irregularities in contract management, which is enclosed with this letter.

By e-mail

You are requested to circulate this instruction to the Divisional Offices and the instruction should form a part of the Detail Tender Call Notice.

Memo No 24010 /Dt 12.9.15

Copy to SEs of EC-I/EC-II/EC-III/ CIC, BBSR
BIC, Baniapada/SIC, Beshampur/ WIC, Bhowani/ PBM
Anugul Irr. Circle/ Balangir Irr. Circle/ Hirakud Dam Circle
Sundergarh Irr. Circle and CE's of UKP/ ABP, Salaspada
F.A-cum- Joint Secretary to Government
Encl: as above. e n/a.
for information

Yours faithfully,

[Signature]
14.09.15

By e-mail

Memo No 24010 /Dt 12.9.15

Copy to all EEs of circles/ those circles for inf. & n/a. The FNs of instructions are to be incorporated in the DTCN positively.

[Signature]
15/9/15
Asst to CE ERM, LMB

B
GS
16/9

15

GENERAL INSTRUCTIONS TO CONTRACTORS

- 1) Any Agency or Contractor executing a work should be aware about the local festivals like Makar Sankranti, Raja Sankranti, Chaiti Parba, 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.
- 2) 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 workforce and to employ the existing workforce during morning and afternoon hours as per Government orders.
- 3) 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 workforce and machinery, so as to complete the work as per schedule considering ordinary vagaries of the nature.
The same applies for borrow areas pending also. The Contractor should foresee possible 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.
- 4) The Contractor should take up the work with due diligence in the acquired land without waiting for acquisition of the entire land. This should be completed in proportionally less period depending on the quantum of available work front.
- 5) 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 at the discretion of the Engineer-in-Charge and can't be claimed as a matter of right.
- 6) There will 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 Divisional Officers.
- 7) Only the day(s) of elections to the Local Bodies / Assembly / Parliament will be treated as a non-working day (s).

bidder should make a note of 'Bid ID' generated in the acknowledgement receipt for tracking their bid status.

6. Settlement of Cost of Tender Paper including VAT:

- a) **Cost of Tender Paper including VAT:** In respect of Government receipts on account of **Cost of Tender Paper including VAT**, 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 and VAT 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 VAT** and instruct the designated Banks to remit the money to the State Government account under different heads. In respect of the cost of tender paper received through the e-procurement portal, the remittance to the Cyber Treasury account will be made to the Head of Account 0075-Misc. General Services-800-Other Receipts -0097-Misc Receipts-02237-Cost of Tender Paper.
- b) For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Odisha Treasury portal. Thereafter, remittance through NEFT & RTGS will be facilitated through the Odisha Treasury portal.
- c) Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc., **Cost of Tender Paper including VAT**, 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 and VAT collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise list of challans separately for **VAT** and instruct the designated Banks to remit the money through the Odisha Treasury portal under the Head 0040-Taxes on Sales etc.-00-111-Value Added Tax Receipts-0222-State Value Added Tax-01049-Receipt under Odisha Value Added Tax Act, 2004. 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 including VAT, EMD to the bidder, in case the tender is cancelled before

CONTRA

direction received from TIA through e-procurement system.

8. **Forfeiture of EMD :**

Forfeiture of Earnest Money Deposit and Additional Performance Security on submission of bid of defaulting bidder is occasioned for various reasons

- a) In case the Earnest Money Deposit and Additional Performance Security 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 and Additional Performance Security 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

- e) Refund of amount to bidders as per the XML file provided by e-Procurement system on the next bank working day from the date of generation of the XML file and also provide a confirmation to NIC on the same.

10. **Role of State Procurement Cell:**

- a) Communicate requirements of Government departments/ State PSUs/ Autonomous Bodies/ ULBs online payment requirements to National Informatics Centre / the authorised Banks for mapping/ customization
- b) In every working day, the State Procurement Cell shall generate MIS from the e-Procurement portal to ascertain the tender paper cost and VAT 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 and VAT to the Tender inviting authorities for their record
- d) State Procurement Cell shall monitor the progress of e-Tendering by different Government departments / State PSUs/ Autonomous Bodies / ULBs through an MIS. State Procurement Cell shall monitor and send monthly progress reports to the Government.
- e) The e-Procurement system will generate a consolidated refund & settlement XML file as an end of the day activity.
- f) e-procurement system will provide a web service for payment gateway (PG) provider to pull the encrypted refund and settlement details in XML file against a day.
- g) Similarly, payment gateway (PG) provider will provide a web service to pull the refund and settlement status against a day
- h) e-procurement system will update the status accordingly for reconciliation report.

11. **Role of National Informatics Centre :**

- a) Customize e-Procurement software and web-pages of Government of Odisha (<https://tendersodisha.gov.in>) to enable the provision for electronic payment
- b) The NIC, Odisha will modify / rectify the errors in electronic data relating to the Chart of

CONTRA

- 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 VAT and tender paper cost to the State Government account using the Odisha Treasury portal.

12. Role of Cyber Treasury :

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

13. Redressal of Public grievances :

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

14. Applicability and modification of existing rules / orders:

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

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

1. This shall take effect from the date of issue of this Office Memorandum.
2. This has been concurred in by the Finance Department vide their UOR No -176-WF-I dt.14.10.2016.

CONTRA


EIC - cum- Secretary to Government

Memo No. 6786 W. dated. 9/5/17

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

Jalabadi 9/5/17
FA - cum- Addl. Secretary to Government

Memo No. 6787 W. dated. 9/5/17

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

Jalabadi 9/5/17
FA - cum- Addl. Secretary to Government

Memo No. 6788 W. dated. 9/5/17

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

Jalabadi 9/5/17
FA - cum- Addl. Secretary to Government

Memo No. 6789 W. dated. 9/5/17

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

Jalabadi 9/5/17
FA - cum- Addl. Secretary to Government

Memo No. 6790 W. dated. 9/5/17

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

Jalabadi 9/5/17
FA - cum- Addl. Secretary to Government

Memo No. 6791 W. dated. 9/5/17

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

Jalabadi 9/5/17
FA - cum- Addl. Secretary to Government

Memo No. 6792 W, dated. 9/5/17

Copy forwarded to the Luminous Infoways Pvt. Ltd., N-6 / 373, Jaydev Vihar, Bhubaneswar email: support @ lipl.in for information and necessary action.

They are requested to display it in the web-site of State Government.

Jalabala
9/5/2017
FA - cum- Addl. Secretary to Government

Memo No. 6793 W, dated. 9/5/17

Copy forwarded to the Director, Printing, Stationary & Publication, Odisha, Cuttack for information and necessary action.

He is requested to publish this amendment in the next issue of Odisha Gazette.

Jalabala
9/5/2017
FA - cum- Addl. Secretary to Government

Memo No. 6794 W, dated. 9/5/17

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

Jalabala
9/5/2017
FA - cum- Addl. Secretary to Government

Office Memorandum

File No.07556900012013- 14299 W, dated, 03/10/2017

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

After careful consideration Government have been pleased to make amendment to Para-3.5.5 (v) of OPWD Code, Vol.-I with following modification.

"Additional Performance Security shall be obtained from the bidder when the bid amount is less than estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price/rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security (APS) in shape of Demand Draft/Term Deposit Receipt pledged in favour of the Divisional Officer within seven days, otherwise the bid shall be cancelled and the security deposit shall be forfeited. Further, proceeding for blacklisting shall be initiated against bidder".

1. This amendment shall take effect from 24th July, 2017.
2. The Works Department Office Memorandum No.5288/W dt.04.05.2016 (Annexure-I-A) stands modified accordingly pursuant to the judgment dated, 24.07.2017 of the Hon'ble High Court of Orissa.
3. This has been concurred in by the Law Department and Finance Department vide their U.O.R. No.1668/L dt.19.08.2017 & U.O.R. No.56-WF-I dt.24.08.2017 respectively.

[Signature]
EIC - cum- Secretary to Government

Memo No.

14300

W, dated,

03/10/17

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

[Signature]
FA - cum- Addl. Secretary to Government

Memo No.

14301

W, dated,

03/10/17

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

[Signature]
FA - cum- Addl. Secretary to Government

(Cont.-2)

Memo No. 14302 W, dated, 03/10/17
 Copy forwarded to the Principal Accountant General (A&E), Odisha, Bhubaneswar /
 Principal Accountant General (E & S'R Audit), Odisha, Puri Branch, Puri for information and
 necessary action.

Jalabha 27/10/2017
 FA - cum- Addl. Secretary to Government

Memo No. 14303 W, dated, 03/10/17
 Copy forwarded to All Departments / Managing Director, OB & CC Ltd.,
 Bhubaneswar / Managing Director, OCC Ltd., Bhubaneswar for information and necessary
 action.

Jalabha 27/10/2017
 FA - cum- Addl. Secretary to Government

Memo No. 14304 W, dated, 03/10/17
 Copy forwarded to EIC (Civil), Odisha / All Chief Engineers, Odisha / All
 Superintending Engineers / All Executive Engineers (All under Works Department) for
 information and wide circulation among subordinate offices.

Jalabha 27/10/2017
 FA - cum- Addl. Secretary to Government

Memo No. 14305 W, dated, 03/10/17
 Copy forwarded to the Director, Printing, Stationary & Publication, Odisha, Cuttack
 for information and necessary action.
 He is requested to publish this amendment in the next issue of Odisha Gazette.

Jalabha 27/10/2017
 FA - cum- Addl. Secretary to Government

Memo No. 14306 W, dated, 03/10/17
 Copy forwarded to A/C-I Section / A/C-II Section / Road Section / Plan Section /
 Building Section / Budget Section / N.Hs. Section / FC & AA Section / PPP Cell / EAP Cell /
 OSWAS Control Room, Works Department for information and necessary action.

Jalabha 27/10/2017
 FA - cum- Addl. Secretary to Government

Government of Odisha
Works Department

OFFICE MEMORANDUM

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

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

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

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

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

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

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

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

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

(P.T.O.)

Government of Odisha
Works Department

OFFICE MEMORANDUM

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

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

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

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

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

Memo No. 14469 W, dated, 20-09-2018
EIC - cum- Secretary to Government

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

Memo No. 14470 W, dated, 20-09-2018
FA - cum- Addl. Secretary to Government

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

Memo No. 14471 W, dated, 20-09-2018
FA - cum- Addl. Secretary to Government

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

FA - cum- Addl. Secretary to Government

(P.T.O.)

Memo No. 16264 W, dated, 30-10-2018
Copy forwarded to OSD to Chief Secretary, Odisha / Sr. P.S. to Development Commissioner-cum-Additional Chief Secretary, Odisha / Sr. P.S. to Additional Chief Secretary, Finance Department for information and necessary action.

S. Kamra 29.10.18
FA - cum- Addl. Secretary to Government

Memo No. 16265 W, dated, 30-10-2018
Copy forwarded to the Principal Accountant General (A&E), Odisha, Bhubaneswar / Principal Accountant General (E & S R Audit), Odisha, Puri Branch, Puri for information and necessary action.

S. Kamra 29.10.18
FA - cum- Addl. Secretary to Government

Memo No. 16266 W, dated, 30-10-2018
Copy forwarded to All Departments / Managing Director, OB & CC Ltd., Bhubaneswar / Managing Director, OCC Ltd., Bhubaneswar for information and necessary action.

S. Kamra 29.10.18
FA - cum- Addl. Secretary to Government

Memo No. 16267 W, dated, 30-10-2018
Copy forwarded to EIC (Civil), Odisha / All Chief Engineers, Odisha / All Superintending Engineers / All Executive Engineers (under Works Department) for information & necessary action and wide circulation among subordinate offices.

S. Kamra 29.10.18
FA - cum- Addl. Secretary to Government

Memo No. 16268 W, dated, 30-10-2018
Copy forwarded to OSWAS Control Room with a request to upload it in the web-site of Works Department.

S. Kamra 29.10.18
FA - cum- Addl. Secretary to Government

Memo No. 16269 W, dated, 30-10-2018
Copy forwarded to the Director, Printing, Stationary & Publication, Odisha, Cuttack by e-mail (deputydirectorpp@redifmail.com) for publication of this Office Memorandum in the next issue of Odisha Gazette and supply 20 (Twenty) copies to this Department for official use.

S. Kamra 29.10.18
FA - cum- Addl. Secretary to Government

Memo No. 16270 W, dated, 30-10-2018
Copy forwarded to A/C-I Section / A/C-II Section / Road Section / Plan Section / Building Section / Budget Section / N.Hs. Section / FC & AA Section / PPP Cell / EAP Cell, Works Department for information and necessary action.

S. Kamra 29.10.18
FA - cum- Addl. Secretary to Government

Government of Odisha
Works Department

RESOLUTION

File No.07556900142018- 16262 W, dated, 30-10-2018

Sub:- Grant of Concession (s) to Scheduled Caste and Scheduled Tribe Contractors.

Government have extended certain concessions to the Scheduled Caste and Scheduled Tribe Contractors regarding award of P.W.D. Works vide Resolution No.27748/W dt.11.10.1977. On the basis of the recommendation of Codes Revision Committee, it has now been decided to modify the aforesaid Resolution and allow the following facilities to the individual Scheduled Caste and Scheduled Tribe contractors for execution of P.W.D. Works.

1. The Scheduled Caste and Scheduled Tribe applicants desirous of enrolling themselves as Contractors are required to deposit 50% of the amount specified for various Classes of Contractors under Rule-7 of Appendix-VIII (P.W.D. Contractors' Registration Rules, 1967) of O.P.W.D. Code, Volume-II.

2. The concessions / facilities for 10% Purchase Preference shall be allowed only to the individual registered contractors belonging to Scheduled Caste and Scheduled Tribe having Registration Certificate up to "B" Class.

3. If the Tender of the individual registered contractors belonging to Scheduled Caste and Scheduled Tribe is within 10% of the rate quoted by the lowest tenderer for any work, the work may be considered for award to him/her at the lowest tendered rate in relaxation of Rule-18 of Odisha General Financial Rules (O.G.F.R.), Volume-I and Para-3.5.14 of O.P.W.D. Code, Volume-I.

4. The Security Deposit (Earnest Money, Initial Security and Performance Security) at half the usual rate may be deposited/realized by/from the Scheduled Caste or Scheduled Tribe Contractors coming under the Categories up to "B" Class only as against the prescribed percentage under Rule-13 of Appendix-VIII (P.W.D. Contractors' Registration Rules, 1967) of O.P.W.D. Code, Volume-II.

5. The above concession will take effect from the date of issue of this Resolution.

6. This order shall supersede Works Department Resolution No.27748/W dt.11.10.1977.

7. This has been concurred in by the Finance Department vide their U.O.R.No.92/WF-I dt. 09.10.2018.

Memo No.

16263

W, dated, 30-10-2018

[Signature]
EIC - cum- Secretary to Government

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

[Signature]
FA - cum- Addl. Secretary to Government

(P.T.O.)

Government of Odisha
Works Department

OFFICE MEMORANDUM

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

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

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

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

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

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

Sd/-
21/8/18
EIC - cum- Secretary to Government

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

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

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

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

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

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

(Contd....P-2)

o/c

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

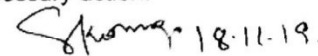
Copy with copy of enclosure forwarded to OSD to Chief Secretary, Odisha / Sr. P.S. to Development Commissioner-cum-Additional Chief Secretary, Odisha / Sr. P.S. to Principal Secretary, Finance Department for information and necessary action.

 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.

 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.

 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.

 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

 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. K. Singh
19.11.19

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. K. Singh
19.11.19

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:

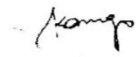
$$V_M = 0.85 \times P_m / 100 \times R \times (M_1 - M_0) / M_0$$

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.


18.11.19

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

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

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

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

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

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

P_c = Percentage of Cement Component of the work

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

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

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

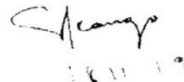
V_s = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for steel

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

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

P_s = Percentage of steel component of the work

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



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

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

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

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

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

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

P_b = Percentage of bitumen component of the work

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

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

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

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

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

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

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



18.11.19

31(b): Adjustment of Labour Component

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

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

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. K. Singh
18/11/14

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

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

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

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

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

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

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

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

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

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

S. K. Singh
18.11.19

31(e): APPLICATION OF ESCALATION CLAUSE:

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

Percentage Table

| Sl No. | Category of works | | % Component (cost wise) | | |
|--------|-----------------------------------|--------------------------------|--------------------------|-----------------------|--|
| | | | Labour (P _l) | POL (P _r) | 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
14.11.19

**Appendix to Bid
Schedule of Adjustment Data**

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

| Cl. No- 31 of F2/ P1 Contract Sl. No | Index descripti on | Source of index | Base value* | Base Date* | Weighta ge 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.

S. K. Singh
18/11/19



Dis(SS)
OSD(P&R)
Pls put up on
our website also.
1559

GOVERNMENT OF ODISHA
WORKS DEPARTMENT

OFFICE MEMORANDUM

By-1964-PSF
7-4-2021

No.07556900052021/1559/W., Bhubaneswar, Dated. the 5-4-2021

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

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

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

3. In view of the above, the State Government is pleased to fix the following rate of Additional Performance Security;

| Sl No. | Range of Difference between the estimated cost put to tender and Bid amount | Additional Performance Security to be deposited by the successful bidder |
|--------|---|--|
| i. | Below 5% | No Additional Performance Security |
| ii. | From 5% and above and below 10% | 50% of (Difference between estimated cost put to tender and Bid Amount) |
| iii. | From 10% and above | 150% of (Difference between estimated cost put to tender and Bid Amount) |

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

5. The codal provision exists in Works Department Office Memorandum No.14459/W dated 20.09.2018 stands modified to the above extent with effect from the date of issue of this Office Memorandum.

By order of Governor,

Dr. Krishan Kumar
(Dr. Krishan Kumar) 5/4

Commissioner-cum-Secretary to Government

(2. 10. 2021) SC (SS) 010

Memo No. 4560 W., Dated 5-4-2021

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

Sival 5/4/2021

Memo No. 4561 W., Dated 5-4-2021

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

FA-cum-Additional Secretary to Government

Sival 5/4/2021

Memo No. 4562 W., Dated 5-4-2021

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

FA-cum-Additional Secretary to Government

Sival 5/4/2021

Memo No. 4563 W., Dated 5-4-2021

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

FA-cum-Additional Secretary to Government

Sival 5/4/2021

Memo No. 4564 W., Dated 5-4-2021

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

FA-cum-Additional Secretary to Government

Sival 5/4/2021

Memo No. 4565 W., Dated 5-4-2021

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

FA-cum-Additional Secretary to Government

Sival 5/4/2021

Memo No. 4566 W., Dated 5-4-2021

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

FA-cum-Additional Secretary to Government

Sival 5/4/2021

FA-cum-Additional Secretary to Government

GOVERNMENT OF ODISHA
WORKS DEPARTMENT

No. 07559600192022-1437 Bhubaneswar, Dated the 31-1-2023

OFFICE MEMORANDUM

Sub:- Amendment to Codal Provision under Clause 36 of Appendix-IX of OPWD Code, Volume-II.

After careful consideration and in supersession of codal provision under Clause-36 of Appendix-IX of OPWD Code, Volume-II vide Works Department O.M. No.12366/W dated 08.11.2013, Government have been pleased to make following provision.

Clause 36 of Appendix-IX of OPWD Code, Volume-II

If the rate quoted by the bidder is less than 15% of the amount put to tender, then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids. But, if more than one bid is quoted (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 bidders / their authorized representatives, the concerned SE/ Executive Engineer of concerned Division and DAO will remain present.

1. This amendment to the codal provision shall take effect from the date of issue of the order.
2. Accordingly, the relevant existing codal/ contractual provision stands modified with effect from the date of issue of this O.M.
3. This has been concurred in by Finance Department in their OSWAS File No.FIN-WF1-MISC-0042-2022.

By order of the Governor

(Vir Vikram Yadav, IAS)

Principal Secretary to Government

Memo No. 1438 /W., Dated, 31-1-2023

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

FA-cum-Additional Secretary to Government

Memo No. 1439 /W., Dated, 31-1-2023

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

FA-cum-Additional Secretary to Government

(P.T.O)

Memo No. 1440 /W., Dated, 31-1-2023

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

Sonal 31/01/2023
FA-cum-Additional Secretary to Government

Memo No. 1441 /W., Dated, 31-1-2023

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

Sonal 31/01/2023
FA-cum-Additional Secretary to Government

Memo No. 1442 /W., Dated, 31-1-2023

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

Sonal 31/01/2023
FA-cum-Additional Secretary to Government

Memo No. 1443 /W., Dated, 31-1-2023

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

Sonal 31/01/2023
FA-cum-Additional Secretary to Government

Memo No. 1444 /W., Dated, 31-1-2023

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

Sonal 31/01/2023
FA-cum-Additional Secretary to Government

Memo No. 1445 /W., Dated, 31-1-2023

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

Sonal 31/01/2023
FA-cum-Additional Secretary to Government

GOVERNMENT OF ODISHA
WORKS DEPARTMENT

File No. 0755460032022- 1499 *** /W., dated. 01.02.2023

OFFICE MEMORANDUM

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

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

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

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

By order of the Governor

(Vir Vikram Yadav, IAS)
Principal Secretary to Government

Memo No. 1500 /W., Dated, 01.02.2023

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

FA-cum-Additional Secretary to Government

Memo No. 1501 /W., Dated, 01.02.2023

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

FA-cum-Additional Secretary to Government

Memo No. 1502 /W., Dated, 01.02.2023

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


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

Memo No. 1503 /W., Dated, 01.02.2023

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


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

Memo No. 1504 /W., Dated, 01.02.2023

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


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

Memo No. 1505 /W., Dated, 01.02.2023

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


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

Memo No. 1506 /W., Dated, 01.02.2023

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


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

Memo No. 1507 /W., Dated, 01.02.2023

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


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

GOVERNMENT OF ODISHA
WORKS DEPARTMENT

No.07556900052021(Pt.) 5992 W., Dated 27.04.2021

OFFICE MEMORANDUM

Subject: Performance Security

To ensure due performance of contract **Performance Security** is to be obtained from the successful bidder who is awarded the contract as per codal provision under Rule-13 of Appendix-VIII of OPWD Code, Volume-II. As per Rule-13 of Appendix-VIII of OPWD Code, Volume-II, the contractor has to deposit 1% of the bid amount at the time of drawal of Agreement as initial security deposit. Besides, contractors of Super, Special, A and B Classes will be required to furnish Security Deposit by way of deduction from their bills at the rate of 5% of the gross amount of each bill whereas in case of C & D Class Contractors, such deduction will be made at the rate of 3% of the gross amount of each bill. As per Note-I of Para 3.5.19 of OPWD Code, Volume-I, in case of execution of work under Special Contract Agreement, an insurance policy of guarantee bond from two well known wealthy persons of probity, nominated by the contracting firm and approved by the Chief Engineer for a sum equivalent to 10% of the contract amount may be taken.

2. On account of slowdown in economy due the Pandemic COVID-19, the State Government is in receipt of many representations that there is acute financial crunch among many commercial entities and contractors, which in turn is affecting timely execution of the contracts. It has also been represented that this may affect the ability of the contractors to bid in tenders and hence reduce competition. Requests are being received for reduction in quantum of Security Deposits in the Government contracts. Besides, Government of India have also reduced the rate of Performance Security from **five to ten per cent** to three percent of the value of the contract.

3. In view of the above, **the State Government is pleased to reduce Performance Security from existing five to ten per cent to three per cent of the value of the contract for all existing contracts.** However, the benefit of reduced Performance Security will not be given in the contracts under dispute wherein arbitration / court proceedings have been already started or are contemplated.

4. All tenders / contracts issued / concluded till **31.12.2021** should also have the provision of reduced Performance Security.

5. In all contracts where Performance Security has been reduced to 3%, in view of the above stipulations, the reduced percentage of Performance Security shall continue for the entire duration of the contract and there should be no subsequent increase of Performance Security even beyond **31.12.2021**. Similarly, in all contracts entered into with



the reduced percentage of Performance Security of 3%, there will be no subsequent increase in Performance Security even beyond **31.12.2021**.

6. Wherever, there is compelling circumstances to ask for Performance Security in excess of three per cent as stipulated above, the same should be done only with the approval of the next higher authority to the authority competent to finalise the particular tender. Specific reasons justifying the exception shall be recorded.

7. The relevant provision of the OPWD Code stands amended accordingly.

By order of Governor,


(Dr. Krishan Kumar) 27/4

Commissioner-cum-Secretary to Government

Memo No. 5993 /W., Dated 27-04-21

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


FA-cum-Additional Secretary to Government 27/4/2021

Memo No. 5994 /W., Dated 27-04-21

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


FA-cum-Additional Secretary to Government 27/4/2021

Memo No. 5995 /W., Dated 27-04-21

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


FA-cum-Additional Secretary to Government 27/4/2021

Memo No. 5996 /W., Dated 27-04-21

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


FA-cum-Additional Secretary to Government 27/4/2021

Memo No. 5997 /W., Dated 27.04.21

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

Sival
27/04/2021

FA-cum-Additional Secretary to Government

Memo No. 5998 /W., Dated 27.04.21

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

Sival
27/04/2021

FA-cum-Additional Secretary to Government

Memo No. 5999 /W., Dated 27.04.21

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

Sival
27/04/2021

FA-cum-Additional Secretary to Government

GOVERNMENT OF ODISHA
WORKS DEPARTMENT

OFFICE MEMORANDUM

No. 07554600032022- 1739 W., Dated. 3-2-2023

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

Codal/Contractual provisions regarding Price Adjustment in Works Contract was under active consideration of Government for some time past. After careful consideration, Government was pleased to make the codal/ contractual provisions regarding Price Adjustment clause due to increase or decrease in rate and price of Labour, Materials, Fuels and Lubricants and Plant and Machineries, Spare Components vide Works Department O.M No. 15847/W Dtd. 19.11.2019.

2. Now, in continuation of Works Department O.M No. 15847/W dtd. 19.11.2019, Government have been pleased to make the following provisions in place of existing provision relating to "Schedule of Adjustment Data under Appendix to Bid".

[For all works, adjustment factor for Labour and POL shall be considered at the rate of 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. The cases where the original technically sanctioned estimate gets revised, the technical sanction to the revised estimate will be obtained from the competent authority as provided under Para 3.11.2 (b) of OPWD Code, Volume-I. Based on the revised technically sanctioned estimate, the Labour & the POL component shall be given the weightage of 5% each as provided in O.M. No.15847/W dated 19.11.2019 of Works Department and the weightage of 90% on steel, cement, bitumen, pipes, other materials and plant and machinery spare component shall be given as per the technically sanctioned revised estimate excluding the extra items. The revised weightage of "**Schedule of Adjustment Data**" based on revised technically sanctioned estimate shall be included as an **Addendum** to the agreement. The technical sanctioning authority shall be the competent authority for this purpose.]

This has been concurred in by Finance Department vide their OSWAS File No. FIN-WF1-MISC-0033-2022.

By order of the Governor

(Vir Vikram Yadav, IAS)
Principal Secretary to Government

Memo No. 1740 /W., Dated, 3-2-2023

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

Final
03/02/2023

FA-cum-Special Secretary to Government

Memo No. 1741 /W., Dated, 3-2-2023

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

Final
03/02/2023

FA-cum-Special Secretary to Government

Memo No. 1742 /W., Dated, 3-2-2023

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

Final
03/02/2023

FA-cum-Special Secretary to Government

Memo No. 1743 /W., Dated, 3-2-2023

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

Final
03/02/2023

FA-cum-Special Secretary to Government

Memo No. 1744 /W., Dated, 3-2-2023

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

Final
03/02/2023

FA-cum-Special Secretary to Government

Memo No. 1745 /W., Dated, 3-2-2023

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

Final
03/02/2023

FA-cum-Special Secretary to Government

Memo No. 1746 W., Dated, 3-2-2023

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

Signed 03/02/2023
FA-cum-Special Secretary to Government

Memo No. 1747 W., Dated, 3-2-2023

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

Signed 03/02/2023
FA-cum-Special Secretary to Government

**SECTION – 8
FINANCIAL BID
BILL OF QUANTITY**

Tender Inviting Authority: SUPERINTENDINGENGINEER, RENGALI DAM DIVISION, RENGALI DAM SITE.

NAME OF WORK : :Cleaning of Calcinations, Slush/Muck from foundation Gallery of Rengali Dam from Block No-1 to 51 and Gallery front drain including cleaning of motors.

Bid Identification No. :RDD- 02 of 2025-26

Name of the Bidder :

BILL OF QUANTITY

| Sl No | Description of Items | Unit | Quantity | Rate in Rs. | Amount in Rs |
|-------|--|---------|-----------|-------------|-----------------|
| 1 | Cleaning of hard surface to remove calcinations, deposited in the body of wall, floor , drains of the gallery of the dam required chiseling, hammering, tempering, wire brushing, watering etc. complete but excluding GST as per the direction of Engineer-in-charge | One Sqm | 2801.07 | 242.50 | 679259.48 |
| 2 | Removal of slush and muck due to calcinations from sump wells of gallery of dam by manual means including removal of debries with all leads, lifts and delifts over initial lead of 50 m and initial lift of 1.50 m upto the exit point of gallery transportation of same by mechanical means, disposing the debries within 1.0Km lead but excluding GST as per the direction of the Engineer-in-Charge. | One Cum | 102.16 | 971.20 | 99217.79 |
| 3 | Providing all Labour T&P for Cleaning of inside walls and floors of the foundation Gallery including brushing and watering etc.complete all respect but excluding GST as per the direction of the Engineer-in-charge | One Sqm | 364760.82 | 0.30 | 109428.25 |
| 4 | Providing all Labour T&P for Cleaning of motor used for dewatering in sump well of the foundation Gallery including brushing and watering etc.complete all respect but excluding GST as per the direction of the Engineer-in-charge | Nos | 108.00 | 1300.00 | 140400.00 |
| | Total | | | | 1028305.51 |
| | Or Say | | | | Rs.10,28,306.00 |

04(Four) items only

Approved for 04 (Four) items only.

Sd/-

**Superintending Engineer,
Rengali Dam Division,**