

'e'-Procurement Notice No. **SE-AID-7/2026-27**



**GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES**

ANGUL IRRIGATION DIVISION, ANGUL

TECHNICAL BID DOCUMENT

FOR THE WORK

Procurement of 82.5KVA Diesel Generator for Derjang Dam. (Including Supply, Installation, Testing & Commissioning)

**SUPERINTENDING ENGINEER
ANGUL IRRIGATION DIVISION, ANGUL**

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GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES,
O/O THE SUPERINTENDING ENGINEER,
ANGUL IRRIGATION DIVISION, ANGUL.
e-Mail Id – eeangulirrigation@gmail.com

‘e’-Procurement Notice No. SE-AID-7/2026-27

The Superintending Engineer, Angul Irrigation Division, Angul on behalf of the Governor of Odisha invites online **percentage rate basis bid in single cover** system through e-procurement for the work mentioned below.

1	Total No. of Works	:	01 No. work
2	Cost of work put to tender	:	Approximately Rs.16.05 Lakh
3	Tender Paper Cost	:	Rs.6,000/- (Non Refundable)
4	Class of Contractor	:	Electrical Contractor/ OEM or specialized agency or registered firm associate with Electrical contractor.
5	Period of Completion	:	60 Days
6	Availability of Bid Documents and receipt of bid through online	:	From 11.00 A.M of 29.07.2026 to 5.00 P.M of 07.08.2026 in the website (www.tendersodisha.gov.in)
7	Date, time & place for opening of online tenders	:	10.08.2026 at 11.00 A.M and onwards in the o/o the SE, Angul Irrigation Division, Angul.
8	Date, time & Place for finalization of tender through transparent lottery system (if required)	:	18.08.2026 at 12.30 P.M in the o/o the SE, Angul Irrigation Division, Angul.
9	Digital Signature Certificate	:	The bidders must possess compatible Digital Signature Certificate (DSC) of Class-II or Class-III
10	Name and Address of Officer Inviting Tender (OIT)	:	Superintending Engineer, Angul Irrigation Division, Angul, At/PO:- Hakimpada, Dist:- Angul, Odisha. e-mail Id- eeangulirrigation@gmail.com

Further details can be seen from the e-procurement portal of Government of Odisha at www.tendersodisha.gov.in

Superintending Engineer
Angul Irrigation Division
Angul

GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES
OFFICE OF THE SUPERINTENDING ENGINEER,
ANGUL IRRIGATION DIVISION, ANGUL.
AT/P.O: HAKIMPADA, DIST: ANGUL
e-Mail - eeangulirrigation@gmail.com

‘e’-Procurement Notice No. SE-AID-7/2026-27

1. The Superintending Engineer, Angul Irrigation Division, Angul on behalf of Governor of Odisha invites on-line **percentage rate basis tender in single cover system** through e-procurement for the work detailed in the table below from the **eligible class of electrical contractor must have valid license from ELBO, Bhubaneswar**. The proof of registration from the appropriate authority shall be enclosed along with the bid. The registered bidders outside of Odisha State can participate in this on-line tender process after necessary portal enrolment but shall have to subsequently undergo registration with appropriate authority of the Odisha State Govt. within a month of acceptance of bid.

Sl. No	Name of the work	Est. cost (in Lakh) (Excl. GST)	EMD/ Bid security (in Rs.) (Online)	Cost of Document (in Rs.) (Online)	Class of bidder	Period of completion	Name of Sub-Division
1	2	3	4	5	6	7	8
1	Procurement of 82.5KVA Diesel Generator for Derjang Dam. (Including Supply, Installation, Testing & Commissioning)	16.05	16,100/-	6,000/-	Electrical Contractor/ OEM or specialized agency or registered firm associate with Electrical contractor.	60 Days	Derjang-Aunli Sub-Division, Angul

2. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in the website: www.tendersodisha.gov.in during the bidding period.
3. **Tender Inviting Authority will not accept any tender if the electrical contractor not registered from Electrical Licensing Board of Odisha, Bhubaneswar & their tenders will be rejected.**
4. The Bidder shall transfer **online** required **E.M.D. / Bid Security** amount specified for the works in the table Col-04 above as part of its bid through process as mentioned in the DTCN vide Office Memorandum No. 17254/W/dated 05.12.2017 of Works Department, Govt. of Odisha.
5. The Bidder shall transfer **online** the **cost of Bid document** (Non-refundable) amount specified for the works in the table Col-05 above per set towards cost of the bid through process as mentioned in the DTCN vide Office Memorandum No. 17254/W/dated 05.12.2017 of Works Department, Govt. of Odisha.
6. The bid is to be submitted through the e-procurement portal with documents such as scanned copies of GST Registration Certificate, valid Electrical license from ELBO, Odisha, PAN card, Affidavit, No Relation Certificate (N.R.C.) and documents required as per the relevant clauses of DTCN with Bill of Quantity (Financial Bid). Non submission of required documents, the bid will be treated as non-responsive.

7. The bidder/tenderer whose tender is selected for acceptance shall within a period of seven days upon intimation being given to him of acceptance of his tender through mail make an **initial security deposit** in the form of Term Deposit Receipt / N.S.C. / Post Office Savings Bank Account / Post Office Time Deposit Account / Kisan Vikash Patra / Bank Guarantee pledged in favour of Divisional Officer from any Nationalized Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar / in shape of e-Bank Guarantee executed on the National e-Governance Services Limited (NeSL) Digital Document Execution portal **as per Works Department Office Memorandum No. 1499/W, dtd.01.02.2023** and in no other form including the amount already deposited as earnest money shall be 2% of the value of the accepted tendered amount.
8. **As per Works Department Office Memorandum No. 4559/W, Bhubaneswar dtd.05.04.2021, Additional Performance Security in case of Abnormally Low Bids (ALBs)**, the Additional Performance Security (APS) is being obtained from the Successful Bidder when the Bid amount is less than estimated cost put to tender as per following table in shape of Term Deposit Receipt / N.S.C. / Post Office Savings Bank Account / Post Office Time Deposit Account / Kisan Vikash Patra / Bank Guarantee pledged in favour of Divisional Officer from any Nationalized Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar / in shape of e-Bank Guarantee executed on the National e-Governance Services Limited (NeSL) Digital Document Execution portal **as per Works Department Office Memorandum No. 1499/W, dtd.01.02.2023** 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.
9. **As per Works Department Office Memorandum No. 173 /W, Bhubaneswar dtd.03.01.2026 and O&M No.632/W, Bhubaneswar dtd.09.01.2026**, the Additional Performance Security shall be taken on incremental basis from the selected bidder for low bid prices in the project works as under
 - I. **Where the bid price is below 0% but not below 10% of the project cost put to bid**, no additional performance guarantee/security percentage is required.
 - II. **Where the bid price is below 10% but not below 20% of the project cost put to bid**, the additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price;
 - III. **Where the bid price is 20% or more below of the project cost put to bid**, the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price;
 - IV. The additional performance guarantee percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.
 - V. The additional performance security shall be treated as part of the performance security.

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

10. If the rate quoted by the S.C/S.T category contractors comes to the rate quoted by the L1 bidder (decimal up to two nos. will be taken for all practical purposes) after availing 10% price preference as per Para-II of Works Department Resolution No. 27748 dt.11.10.1977, the tender shall be finalized by the tender accepting authority through a transparent lottery system along with other categories of contractors.

11. Period of availability of tender On-line/ Date and time of bidding on-line/ Last date of seeking clarification/ Date of opening of tender etc. Details as follows –

Procurement Officer	Bid Identification No.	Availability of tender in the website: www.tendersodisha.gov.in for online bidding.		Last date & time for seeking tender clarification	Date & time of opening of tender
		From	To		
1	2	3	4	5	6
Superintending Engineer, Angul Irrigation Division, Angul.	SE-AID-7/2026-27	29.07.2026 11.00 AM	07.08.2026 5.00 PM	05.08.2026 5.00 PM	10.08.2026 11.00 AM

N.B. In the event of the specified date of bid opening being declared as a holiday the officer inviting the Bid, the bids will be opened at the appointed time on the next working day.

12. 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 to be drawn on dt.18.08.2026 at 12.30 PM** where all the concerned bidders / their authorized representatives, the concerned S.E & D.A.O will remain present.

In the event of the specified date for drawl of lottery being declared a holiday for the officer inviting Bid, lottery will be drawn at the appointed time on the next working day.

13. The bid for the work shall remain valid for a period of 90 days from the last date of receipt of bid. If any bidder/ tenderer withdraws his/her bid / tender before the said period or makes any modification in the terms and conditions of the bid, the EMD deposited at the time of submission of tender shall stand forfeited.

14. No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the State Government is allowed to work as a contractor within a period of two years after his retirement from Government service without Government permission.

15. **Engineer contractor** who wants to avail EMD Exemption shall have to furnish scan copy of affidavit to this effect as per works Department Letter No 6315 dt.16.06.2011. **SC/ST contractors** desires of availing benefit as per Works Department **Resolution No. 16262 dated 30.10.2018 (Item No.1) and O&M No.632/W, Bhubaneswar dtd.09.01.2026** must submit affidavit for the same.

16. As Goods and Service Tax has come into force with effect from 01.07.2017, GST as applicable will be paid extra after gross bill amount prepared vide Section-15 and Section-142 (11-C) of Odisha Goods and Service Tax Act 2017. The rate of individual items of work are exclusive of GST and bidders are to quote their rates exclusive of GST.
- 17 **As per Works Department Office Memorandum No.2357, Bhubaneswar dtd.03.03.2022**, Additional Performance Security (APS) shall be refunded immediately on successful completion of the work within seven (7) days of issuance of Completion Certificate/ Provisional Completion Certificate.
- 18 The Addendum / Corrigendum / Cancellation if any will be hoisted in the website only.
19. All correspondences & information if any required will be sent to the bidders in their provided e-Mail address.
20. The authority reserves the right to cancel any or all the bids without assigning any reasons thereof.

Memo No. _____ **Date :** _____

Superintending Engineer
Angul Irrigation Division, Angul

Superintending Engineer
Angul Irrigation Division, Angul

Superintending Engineer
Angul Irrigation Division, Angul

Copy submitted to the Director, Monitoring & Evaluation, office of the Engineer-in-Chief, Water Resources, Odisha, Bhubaneswar with a request to display the above tender call notice in the authorized Govt. web-site of Water Resources Department named www.dowrodisha.gov.in on or before **11-00 AM dt. 29.07.2026.**
Encl: One soft copy.

Superintending Engineer
Angul Irrigation Division, Angul

Memo No. **Date :**

Copy to the Superintending Engineer, Quality Assurance Division, Samal / Superintending Engineer, Head Works Division, Samal / Superintending Engineer, Hadua Irrigation Division, Narsinghpur / Executive Engineer, R&B. Division, Angul / Executive Engineer, R.W. Division, Angul / Superintending Engineer, Minor Irrigation Division, Angul / Executive Engineer, P.H. Division, Angul/ Executive Engineer, Lift Irrigation Division, Angul / All Sub-Divisional Officers under Angul Irrigation Division, Angul / District Contractor's Association, Angul / Dhenkanal / All Odisha Contractor's Association for information and necessary action.

Superintending Engineer
Angul Irrigation Division, Angul

Memo No. **Date :**

Copy to Divisional Accounts Officer / Estimator / Head Clerk / Divisional Cashier / Steno for information and necessary action.
Copy to Notice Board.

Superintending Engineer
Angul Irrigation Division, Angul

CHECK LIST TO BE FILLED UP BY THE BIDDER

Sl. No	Particulars	Reference to Clause no.	Whether furnished		Reference to Page no.
			Yes	No	
01.	Cost of tender paper (online)	D.T.C.N Clause No.5			
02.	Bid Security/Security (i.e. in lieu of EMD) inside the State	D.T.C.N Clause No.4			
	or				
	Bid Security/ Security (i.e. in lieu of EMD) in case of machineries deployed outside the State	D.T.C.N Clause No.4			
03.	Copy of valid Registration Certificate	D.T.C.N Clause No.6			
04.	Copy of GST Registration Certificate and GSTIN	D.T.C.N Clause No.6			
05.	Copy of PAN Card	D.T.C.N Clause No.6			
06.	No Relationship Certificate	D.T.C.N Clause No.6			
07.	Affidavit	D.T.C.N Clause No.6			

**OFFICE OF THE SUPERINTENDING ENGINEER,
ANGUL IRRIGATION DIVISION, ANGUL**

CONTRACT DATA

Sl. No.	Item	Details
A. GENERAL INFORMATION		
1	'e'-Procurement Notice No.	SE-AID-7/2026-27
2	Name of the Work	Procurement of 82.5KVA Diesel Generator for Derjang Dam. (Including Supply, Installation, Testing & Commissioning)
3	Officer inviting tender	Superintending Engineer, Angul Irrigation Division, Angul.
4	Superintending Engineer concerned with head quarters authorized as Engineer-in- charge of this work.	Superintending Engineer, Angul Irrigation Division, Angul.
5	Accepting authority	Superintending Engineer, Angul Irrigation Division, Angul.
6	Tender Cost	Rs. 16.05 lakh
B. BID INFORMATION		
7	Completion period assigned for the work	60 Days
8	Last Date & time of submission of Bid	07.08.2026 upto 5.00 PM
9	Cost of Bid document to be submitted online.	Rs.6,000.00
10	Bid Security / EMD	Rs. 16,100.00
11	Additional performance Security (Clause- 8 & 9) of DTCN	
	ii	Pledged in favour of Superintending Engineer, Angul Irrigation Division, Angul.
	iii	Payable at Angul
	iv	Type of instruments As specified in the Bid document
12	Bid validity period	90 days after the last date of Bid submission
13	Currency of Contract	Indian rupees (INR)
14	Language of Contract	English

CHAPTER-1

GENERAL INFORMATION AND SCOPE OF WORK

GENERAL INFORMATION & SCOPE OF WORK

1.1 Description of work to be executed :

The work under tender pertains to the name of work :- **"Procurement of 82.5KVA Diesel Generator for Derjang Dam. (Including Supply, Installation, Testing & Commissioning)."**

1.2 Transport communication facilities :

The contractor has to make arrangement at his own cost to transport all the construction equipments, construction materials and labour to work site.

1.3 Climate :

The work site has moderate climate with mean temperature from 18^oC during winter months to 46^oC during summer months. 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.

1.4 Availability of Labour :

Both Semi-skilled & un-skilled labour required for the work is available in local area and it is preferable to engage local labour. However the Contractor must make his own arrangements for labour / machineries / equipments.

1.5. Availability of Petrol, Diesel and other lubricants:

The contractor shall make his own arrangement for procurement of POL & Lubricant for the machineries and equipments required for the work at his own cost.

1.6 Electric Supply :

Electricity supply is available at villages. The Contractor shall make his own arrangement for extension of electric connection at his own cost to the worksite, if so, required by him.

1.7 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, which may occur during the period of execution. The Contractor shall take immediate action to rectify the defects, if any, during the period of execution as pointed out by the Department.

1.8 Housing Facilities :

The Contractor shall make his own arrangement for housing the labour, material and staff at worksite.

1.9 Medical Aid :

The Contractor shall make first aid arrangement at his own cost in accordance with rule and regulations of prevailing Labour Act.

1.10 Post, Telegraph & Telephones :

Post, Telegraph, Telephones, & Fax are available.

1.11 Local Roads :

The existing available road in the villages 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.

2 General Information :

- 2.1 The information and the data related to worksite conditions described above represent the site condition in general and for information of the bidders/contractors. The department does not guarantee reliabilities or accuracy of any other data. The Contractor shall undertake at his own expense such studies as are necessary to assess the reliabilities and accuracy of information presented.
- 2.2 **It shall be presumed that the bidder / contractor visits sites of proposed work at his own 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.**

CHAPTER – 2
**DETAILED TENDER
CALL NOTICE**

GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES
OFFICE OF SUPERINTENDING ENGINEER,
ANGUL IRRIGATION DIVISION, ANGUL
DETAILED TENDER CALL NOTICE

'e'-Procurement Notice No. SE-AID-7/2026-27

1. **Online percentage rate** bid is invited in **single cover system** from Electrical Contractor/ OEM or specialized agency or registered firm associate with Electrical contractors registered from **ELBO, Bhubaneswar** for execution of Electrical works on production of definite proof from the appropriate authority in prescribed form to be eventually drawn in P1 Agreement form for the work:- **"Procurement of 82.5KVA Diesel Generator for Derjang Dam. (Including Supply, Installation, Testing & Commissioning)."** The registered bidders outside of Odisha State can participate in this on-line tender process after necessary portal enrolment but shall have to subsequently undergo registration with appropriate authority of the Odisha State Govt. within a month of acceptance of bid. **Bids from Joint Venture are not allowed.**
2. The Bid documents are available from official website of Government: <https://tendersodisha.gov.in> from **11.00 AM dt.29.07.2026 upto 5.00 PM of dt.07.08.2026 for online bidding.**
3. The cost of Bid documents is to be remitted online for **Rs. 6,000.00** only as specified in IFB.
4. The **bid is to be submitted through the e-procurement portal with documents such as scanned copies of GST Registration Certificate, eligible class of electrical contractor must have valid license from ELBO, Bhubaneswar or OE Manufacturer having MOU with Electrical Contractor or specialized agency or Registered firm associated with electrical contractor, PAN card, undertaking/certificates duly filled, affidavit, No relation certificate and documents required as per the relevant clauses of this DTCN with Bill of Quantity (Financial Bid).** These above documents should be produced in the office of Superintending Engineer, Angul Irrigation Division, Angul for verification on demand after opening of bid.

The MoU should be duly signed furnished in shape of Court Affidavit. The Court Affidavit should have specific mention of names, address of the two parties, license number with date of validity and issuing authority, name of the work for which the bids are invited.

Manufacturer authorization form (to be filled by original equipment manufacturer on letter pad of the manufacturer (Schedule-G)).
5. **The Bid documents will be opened** by the assigned officers in the office of the Superintending Engineer, Angul Irrigation Division, Angul at **11.00 AM on dt.10.08.2026** in the presence of the bidders or their authorized representatives who wish to attend. The bidders who participated in the on-line bidding can witness opening of the bid from any system logging on to the portal away from opening place. 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.
6. The bidders shall have to furnish the original documents viz original Registration Certificate, GSTIN, PAN card to the Superintending Engineer, Angul Irrigation Division, Angul as and when required for verification of the tender. The Original Affidavit should be retained by the bidder with him. **The successful bidder have to submit the original affidavit and an undertaking in shape of affidavit towards linkage of Aadhaar & PAN card to the Superintending Engineer, Angul Irrigation Division, Angul before drawl of the agreement.**
7. The **value of the work** tendered for is **Rs. 16.05 lakh.**

8. (a) The bidders shall prepare the bid documents and upload the scanned/ typed documents in PDF format and BOQ in excel format (or as specified in the portal) in appropriate place.

(b) The tender should be strictly in accordance with the provisions as mentioned in the tender schedule. Any change in the wordings will not be accepted.

(c) No bidder will be permitted to furnish their bid in their own manuscript papers. All information should be submitted online in English.

(d) Submission of more than one tender by a bidder for a particular work will liable for rejection of all such tender papers.
9. (a) The Bidder shall transfer **online** required **E.M.D. / Bid Security** amount specified for the works as part of its bid through process as mentioned in the DTCN vide Office Memorandum No. 17254/W/dated 05.12.2017 of Works Department, Govt. of Odisha. **Non-submission of Bid Security (i.e. in lieu of EMD), the bids will not be considered & rejected.**

(b) **Contractors exempted from payment of EMD** will be able to participate in the tender as per the guidelines for online bidding system. Engineer contractor who wants to avail EMD Exemption shall have to furnish scan copy of affidavit along with tender in on-line to the effect that he/she has not yet availed the facility for more than two works during the current financial year. Name of the two works and authority to which the tender is being submitted must be mentioned in affidavit failing which; the tender will be liable for rejection.

(c) **Schedule Caste and Schedule Tribe tenderers** will be given concession where their tenders are within 10% of the rate quoted by the lowest tenderer for any work. The work may be considered for award to him / them at the lowest tendered rate in relaxation of rule 18 of O.G.F.R. Vol. I & Para 3.5.14 of O.P.W.D. Code vide Govt. of Odisha Works Deptt. Circular No.27748 dated 11.10.1977 and O&M No.632/W Bhubaneswar dtd.09.01.2026.

(d) **Price preference** will also be given to M/s Odisha Bridge Construction Corporation Ltd, M/s Odisha Construction Corporation Ltd. and other Govt. entities as per relevant Govt. Circulars for respective organisations.

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

(f) **Adjustment of earnest money** given with other tenders previously and submitted in other tenders shall not be entertained.

(g) The authority will not be held responsible for any technical snag or network failure during online bidding.
10. The work is to be completed in all respect within **60 calendar days** including monsoon from the date of issue of work order.
11. The bidder shall carefully **study the tentative specifications** applicable to the contract and all the documents which will form a part of the agreement to be entered into by the accepted bidder and detailed specifications for Odisha and other relevant specifications and drawings which are available with the bid document or with the **Superintending Engineer, Angul Irrigation Division, Angul**. Complaint at a future date that plans and specifications have not been seen by the bidders shall not be entertained.
12. The **drawings** if any furnished with the bid are tentative and subject to revision or modification as tendered during the execution as per actual necessity and detail test conducted. But the tendered rate quoted by the bidder will hold good in case of such modification of drawings during the time of execution and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-Charge as and when required.
13. (i) By admission of a tender for the work, a tenderer will be deemed to have satisfied himself by actual **inspection of the site** and locality of the work, about the quality and availability of the required quantity of material including the medical aid, labour and food stuff etc., and that rates quoted by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in

to account all conditions and difficulties that may be encountered during its progress and to have quoted rates including labour and materials, octroi ,other duties, lead, lifts, loading and unloading, freight for all materials and all other charges necessary for the completion of the work, to the entire satisfaction of the Engineer-in –Charge of the work and his authorized subordinates. After acceptance of the contract rate Government will not pay any extra charges for any reason in case the contractor claims later on to have misjudged as regard availability of materials, labour and other factors. The rates quoted by the Contractor shall be excluding GST. GST as applicable for works contract shall be payable to Contractor on bill amount.

- (ii) For the purpose of estimate, the **approved quarry lead** is to be provided judiciously. Engineers in charge would be responsible for ensuring the quality of the materials supplied. The contractors would, however, be responsible for procurement of 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.
 - (iii) In the course of awarding a work, the Department may desire the analysis of the rate arrived for against any item(s) of work.
 - (iv) The offer of bidder shall be inclusive of cost of construction and maintenance of island, ferry service, fair-weather road, service road, foot bridge, pylon base, winch stand and derrick stand etc. as required for the work.
 - (v) Each bidder must quote a **definite rate** for each item of work/ percentage rate and be included in the contract. Tenders containing indefinite terms such as “as estimated rates or schedule of rates” will not be considered.
14. If any further necessary information is required the bidder can **seek clarification** on the bids **as per clause 8 of IFB**. The employer response for the queries raised by the bidder will be posted in the portal.
15. All rates should be for finished items of work unless otherwise mentioned in the tender schedule.
16. **BOQ in MS Excel format** shall be made available to the bidder through e-procurement portal. The bidder shall download that particular excel sheet and fill in the rates in figures at the appropriate locations. The line total amounts shall be calculated automatically and shall be visible to the bidder. The bidder is not supposed to change or modify the format of the excel sheet in any form. Bidders are to submit only the original BOQ updated by publisher after entering the relevant fields without any alteration/deletion/modification. Multiple BOQ submission shall lead to cancellation of bid. If the bidder does not fill rates for any items it will be considered that he has quoted the rates combinedly in some other items. Incase of item rate tender bidders shall fill in their rates other than zero value in the specified cells. In the percentage rate tender the bidder quoting zero value is valid and will be taken as schedule of rates.
17. The bidder shall submit the documents in the designated locations. Submission of bid documents shall be effected by using DSC of appropriate class and thus shall be in encrypted form. The bidder shall only submit single copy of the document. He is required to check the documents uploaded with the requirement asked for in the bid. Only after satisfying that all the documents have been uploaded, he should activate submit button. His bid shall not be considered responsive and action as per relevant clause shall be taken if he does not provide the required document or provides illegible documents. **Clarity of the document** may be ensured by taking out a sample printing. The Bidders should ensure clarity/ legibility of the documents uploaded by them to the portal. Non-submission of legible documents may render the bid Non-Responsive.
18. (i) **The estimated cost is excluding GST**. The rates of item basing on which estimated cost has been derived are excluding GST on different components to arrive at such rates.
- (ii) GST on works contract as applicable at the time of payment of bill shall be paid over the bill amount.
 - (iii) As the estimate accounts for the cost of cement excluding the cost of empty cement bags, **deduction is**

not to be made towards the cost of empty cement bags from the contractor.

- (iv) In percentage rate tender, the bidder will quote percentage excess/less up to two decimal point only. If he writes the percentage excess/less up to three or more decimal points, the **second** decimal point shall only be considered without rounding off (vide Works Department O.M No- 7885 dtd. 23.07.2013).
- (v) In item rate tender, the bidder may at his option quote reasonable rate for each item of work carefully so that the rate for one item should not be unworkably low and for others too high.

19. As per Works Department Office Memorandum No. 4559/W, Bhubaneswar dtd.05.04.2021, Additional Performance Security in case of Abnormally Low Bids (ALBs), the Additional Performance Security (APS) is being obtained from the Successful Bidder when the Bid amount is less than estimated cost put to tender as per following table in shape of Term Deposit Receipt / N.S.C. / Post Office Savings Bank Account / Post Office Time Deposit Account / Kisan Vikash Patra / Bank Guarantee pledged in favour of Divisional Officer from any Nationalized Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar / in shape of e-Bank Guarantee executed on the National e-Governance Services Limited (NeSL) Digital Document Execution portal **as per Works Department Office Memorandum No. 1499/W, dtd.01.02.2023** 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.

20. As per Works Department Office Memorandum No. 173 /WE, Bhubaneswar dtd.03.01.2026 and O&M No.632/W, Bhubaneswar dtd.09.01.2026, the Additional Performance Security shall be taken on incremental basis from the selected bidder for low bid prices in the project works as under

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

If the rate quoted by the S.C/S.T category contractors comes to the rate quoted by the L1 bidder (decimal up to two nos. will be taken for all practical purposes) after availing 10% price preference as per Para-II of Works Department Resolution No. 27748 dt.11.10.1977, the tender shall be finalized by the tender accepting authority through a transparent lottery system along with other categories of contractors.

21. (i) All charges, fees, royalties payable under the local rule, Income taxes & Surcharges as applicable, labour cess etc. will be borne by the contractor. It is implied that the quoted **rates are inclusive** of such elements.
- (ii) **Labour Welfare Cess @ 1%** will be deducted from the work bill of the contractor as per resolution No. 12653 dt. 15.12.2008 of Labour & Employment Department, Government of ODISHA. If any amendment made during the tenure of contract, the same will be binding on the contractor.
22. Request for raising and lowering the rates or dealing with any point in connection with the tender will not be considered.
23. **Conditional tenders** will not be taken in to consideration.
24. The tender containing **extraneous conditions** not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
25. It is allowed to **modify the bid** through the e-procurement portal. The bidder shall have to log in the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and latest bid only will be admitted. But the bidder should avoid modification of the bid at the last moment to avoid system failure or malfunction of the internet or traffic jam. If the bidder fails to submit his modified bids within the designated time of receipt, the bids already in the system shall be taken for evaluation.
26. **Withdrawal of bid** is also allowed in the e-procurement portal. The bidder has to click on the “withdraw” button and record the necessary justification for the same in the space provided. In addition to this he has to write a letter addressed to officer inviting the bid and upload the scanned document from portal in respective bid. The system shall not allow any withdrawal after expiry of the closure of the bid.
27. The e-procurement portal system shall reject submission of any bid through portal after closure of the receipt time. For all purpose the portal time displayed in the system shall be the time to be followed by the bidder.
28. All bids received will remain **valid for 90 days** after the last date for submission of bids and validity of bids can also be extended if agreed to by the bidder and the Department
29. **No Relation Certificate**
- The contractor shall furnish a certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above or Assistant /Under Secretary & above in the Water Resources Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money & the total security will be forfeited & he shall be liable to make good the loss or damages resulting for such cancellations.
30. While determining the validity of tenders the following points shall be taken in to consideration by the authority empowered to accept tenders and his decision in the matter shall be final.
- (a) Any special condition which does not find place in the tender notice and which are not acceptable.
 - (b) Indefinite conditions which will make it difficult for access to the financial implications.
 - (c) Tenders being incomplete in some important respects.
 - (d) Incomplete schedule of time for completion of the work. Tendered rates being unduly low and unworkable.
 - (f) Rates in different items of a tender being irrational.

31. The Department reserves the right of authority to reject any or all tenders received without assigning any reasons there of what so ever.
32. (i) The tender may not (at the discretion of the competent authority) be considered unless accompanied by scanned copies of valid **Registration Certificate** of Firms/S.S.I. unit/ EPM rate contract holder, **PAN Card, GST registration certificate, valid license from ELBO, Bhubaneswar, No relation certificate** as the case may be and the original certificates are to be produced if required in any subsequent date during processing of tender for verification. Scanned copies of work done certificates are to be furnished along with the tender obtaining from the Superintending Engineer concerned.
- (ii) An **affidavit** shall be furnished by the contractor at the time of submission of tender paper about the authenticity of his tender documents. The scanned copy of the affidavit is to be uploaded through the e-procurement portal along with the technical bid without which the bid will not be considered.
33. In case of any discrepancy in printing or omissions of statutory specifications or any other part or portion of the approved document during download of the bid document, the decision of the officer inviting the bid will be binding on the bidder.
34. The bid security (**earnest money**) **will be retained** and will be dealt with as per the terms and condition of O.P.W.D. code. The earnest money of the unsuccessful tenderer except the three lowest tenderers shall be refunded on application. The EMD given by the other two parties except one whose tender is accepted, shall be refunded within 15 days of acceptance of tender and drawal of agreement.
35. The **EMD will be forfeited** in any of the following cases.
- a) If the bidder withdraws the bid after bid opening during the period of bid validity.
 - b) If the bidder does not accept the correction of the bid price.
 - c) In the case of a successful bidder if the bidder fails within the specified time limit to
 - (i) Sign the agreement or
 - (ii) Furnish the required initial security/additional performance security.
 - d) If any of the statements, documents, certificate uploaded by the bidder through e- procurement portal, is found to be false / fabricated / bogus; the bidder will be black listed and his EMD / Bid Security shall be forfeited.
36. (i) The bidder/tenderer whose tender is selected for acceptance shall within a period of seven days upon intimation being given to him of acceptance of his tender make an **initial security deposit** in the form of NSC/Postal time deposit/Post Office Bank Account / Deposit Receipt of Schedule Bank/ Kisan Vikas Patra and in no other form including the amount already deposited as earnest money shall be 2% of the value of the accepted tendered amount (excluding 1% deposited towards hiring of equipments/machineries from out side the State if any) and sign agreement in the **P.W.D. form No. P-1** or the fulfillment of the contract in the office of the **Superintending Engineer, Angul Irrigation Division, Angul.**
- (ii) The security deposit together with the earnest money, Initial Security money and the amount withheld according to the provisions of P-1 agreement shall be retained as **Security** for the due fulfillment of this contract. Failure to enter into the required agreement and to make the security deposit as above shall entail forfeiture of the earnest money. **No contract (tender) shall be finally accepted until the required amount of initial security deposit and additional performance security deposit are received by the Engineer-in-Charge.** The written agreement to be entered into between the contractor and the Govt. shall be the foundation of the rights of both the contractor and the Govt. and the contract shall be deemed to be incomplete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter into the contract on behalf of the Govt.
- (iii) The agreement will incorporate all correspondence between the officer inviting the bid/Engineer-in-Charge and the successful bidder. Within 15 days following the notification of award along with the Letter of Acceptance, the successful bidder will sign the agreement and deliver it to the Engineer-in-Charge. Following documents shall form part of the agreement.

- a) The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading thereto & required amount of performance security including additional performance security.
- b) Standard P.W.D. Form **P-1** with latest amendments.

(iv) As concurred by Law Department & Finance Department In their U.O.R. No 848 dtd.21.05.97 J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where bidders/tenderers back out from the offer before acceptance of tender by the competent authority.

(v) The **security deposit (performance security)** to be deducted from each running bill will be 3% or 5% as applicable. If the contractor expresses his request in writing, he will be permitted to convert the security deposit of 3% or 5% as the case may be into **interest bearing securities** (for an amount not less than Rs. 10.00 lakh in each case which will be pledged in favour of the Superintending Engineer)

37. The **security will be refunded** after one year on completion of the work in all respect provided the final bill is passed and will not carry any interest. Any defect noticed during the period of one year after the actual date of completion shall be rectified by the contractor at his own cost. Failure to comply such rectification, the cost involved to carryout the defective work shall be met from his dues available with Department. (Ref. works Deptt order No. 17823/WE dt. 11.10.2006).
38. The e-procurement portal system shall generate the award of the contract letter and intimate the bidder in his e-mail after acceptance of the tender. 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.
39. 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.
40. The date of commencement of work shall be as notified in work order.
41. On signing the agreement the site will be handed over to the contractor for execution and completion of works in all respect.
42. No part of the contract shall be **sublet** without written permission of the concerned Superintending Engineer or transfer be made by power of Attorney authorizing others to receive payment on the contractor's behalf. Sub-contracting with prior approval shall not alter the Principal Contractors' obligations.
43. The authority reserves the right to make such **increase or decrease in quantity of items** of works mentioned in the scheduled attached to the tender notice as may be considered necessary for the satisfactory completion of the contract work. All such increase or decrease shall in no way invalidate/ vitiate the contract rates. The contractor shall not be entitled for any compensation on this account, except grant of extension of time where considered necessary.
44. The work may be **split up and distributed** among several contractors if considered necessary on the exigency of the circumstances of the work and the contractor is not entitled to any compensation on this account.
45. That for the purpose of **jurisdiction** in the event of any dispute if any, the contract would be deemed to have been entered into within the State of Odisha and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any place outside the State of Odisha.
46. Under section12 of Contract Labour (Regulation and Abolition Act 1970) the contractor who undertakes execution of work through labour, should produce valid license from licensing authority of Labour Department (**labour license**) to start the work.

47. The contractor shall be liable to fully indemnify the Department of any compensation under workmen compensation Act VII of 1993 on account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor. In the event of any claim sub-judice before any court of law, the claim amount shall be kept withheld till final disposal.
48. Contractor is required to abide by the **fair wages clauses** as introduced by Govt. of Odisha and will not pay less than the Fair wages fixed by Govt. to the labourers engaged by him for the work.
49. In case of any **complaint by the labourer** about the non payment of his wages as per latest minimum wages Act., the Superintending Engineer will have the right to investigate and if the contractor is found to be at fault, Superintending Engineer may recover such amount due in any form from the contractor and pay such amount to the labourer directly under intimation to the local labour office of the Govt. The decision of the Superintending Engineer is final and binding on the contractor.
50. The contractor will have to submit **monthly return of labour** both skilled and unskilled employed by him on the work to the Superintending Engineer, Angul Irrigation Division, Angul.
51. 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.
52. **No compensation** will be paid by the Department for any damage done by rain, flood, cyclone, earthquake & tide or by any other **natural calamities** during the execution of the work.
53. It should be understood clearly that no claim whatsoever will be entertained in regard to **extra items of work or extra quantity** of any item besides estimated amount, unless **written order** is obtained from the Engineer-in-charge and rates settled before the extra items of work or extra quantity of any item of work is taken up.
54. **As Goods and Service Tax has come into force with effect from 01.07.2017, GST as applicable will be paid extra after gross bill amount prepared vide Section-15 and Section-142 (11-C) of Odisha Goods and Service Tax Act 2017.**
 - (a) GST as applicable (Presently TDS-2%) on the gross amount of the bill will be deducted from the contractors bill while making payment, where agreement value exceeds rupees two lakh fifty thousand as per memorandum no. 30797/ Dt. 25.09.2018 of Finance Department, Govt. of Odisha.
 - (b) 1% (One percent) of the gross amount of the bill will be deducted from the contractor bill towards **labour cess** as per "Odisha building and other construction workers (RE & CS) rules 2002 and Amendment during 2008" and as amended by Govt. from time to time.
55. Schedule of quantities are accompanied in Cover-II (Price Bid). It shall be definitely under stood that the Government do not accept any responsibility for the correctness and completeness of this schedule and this schedule is liable for alternations or omissions, deductions or additions as set forth in the condition of contract and such omissions, deductions, additions or alternations shall in no way invalidate/ vitiate the contract and no extra monetary compensation will be entertained.
56. **Under no circumstances, interest is chargeable** for the dues or any additional dues, if any payable for the work.
57. The clause of printed form of P-1 contract with latest addition/ deletion/ corrections/ substitution etc. will also be binding. Bidders are required to go through each **clause of P.W.D. Form P-1** carefully in addition to the clause mentioned herein before tendering. In case of ambiguity, the clauses of P.W.D Form **P-1** with latest amendments shall **supersede** the conditions of Detailed Tender Call Notice.

NOTE- The adopted format for percentage rate is same as that of the form adopted for item rate tenders. The word "Item Rate" shall be replaced by "Percentage Rate" & the contract form may be named as "P-1" in place of " F-2". (Amendment to para 3.5.5 of OPWD code, vol-1 dated 17.05.2006)
58. **No claim for idle labour, machinery etc.** on any account will be entertained by the Department.

59. The Contractor shall inform the Engineer-in-charge and the Department any **change of his postal address** from time to time from the one given in the tender paper and authorize any person with due intimation to the Engineer-in-charge and the Department to receive instruction or communication from the Department on his behalf, failing which, the said undelivered instructions and communications published in then notice board of the Engineer-in-charge shall be treated to be intimation to the Contractor and the same shall be binding on him.
60. A claim book of pages serially numbered shall be issued by the Superintending Engineer to the contractor who shall maintain it systematically and securely, and shall record in it such items as are not covered by his contract and or claimable as extra claim shall be entered in this book under the dated signature of the contractor or his duly authorized agent at the end of each month. A certificate should be furnished by him along with those claims to the effect that beyond the claims entered in the book, the contractor has no other claims up-to-date. If in any month there are no claims, a recorded certificate to that effect should be furnished by the contractor in the claim book. Each claim must be definite and should give also as far as possible the quantities as well as the total amount claimed. The claim book must be submitted regularly by the contractor to the Engineer-in-charge by the 10th day of each month for his orders. Claims not made in this manner are liable to be summarily rejected. The claim book shall be finally surrendered by the contractor to the Engineer-in- charge for record.
61. (a) It shall be the contractors responsibility to get any **verbal orders**, instructions or directions confirmed in writing without which no cognizance will be taken of such verbal orders, instructions or directions for settlement of any claim arising thereof.
- (b) Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract can be seen in the office of the Superintending Engineer, Angul Irrigation Division, Angul during office hours except on Sundays and Public Holidays till last date of on line bidding period. Interested bidders may obtain further information at the same address. But it must be clearly understood that the bids must be received in order and according to the instructions.
62. (a) In the **event of the death**, insanity, insolvency and imprisonment of the contractor or the contractor being a partnership or firm becomes dissolved or being a corporation goes into the liquidation, the contract may be terminated by notice in writing posted at the site of work and advertised in one issue of the local newspaper and all acceptable works shall be paid for after recovering all the contractors due to Govt. there from at appropriate rates to the person or persons entitled to receive and given dishonor-age for the payment.
- (b) If the contractor **becomes bankrupt** or has a receiving order made against him or compound with his creditor or being a Corporation commence to be wound up not being a voluntary winding up for the purpose only an amalgamation or reconstruction or carry on its business under a receiver for the benefit of the creditors of any of them, the Department shall be at liberty.
- i) To give such liquidator receiver, or other person the option of carrying out the contract subject to his providing a guarantee for the due, faithful performance of the contract up to an amount to be determined by the Department.

- ii) To terminate the contract forthwith by notice in writing to the contractor or to the liquidator or receiver or to any person in whom the contract may become vested and to act in the manner as per prevalent clauses of P-1 contract.
63. The contractor shall on the written direction of the Superintending Engineer immediately **remove from the works any person** employed thereon, who may, in the opinion of the Engineer-in-charge, be incompetent or has misconduct himself. Such person shall not be employed again on the works without the written permission of the Engineer-in-charge.
64. The detail Tender Call Notice and all the Annexure there to will form the part of the agreement when the work will be awarded to the contractor. All the correspondences made with the contractor and all his correspondences with the department after the tender is received will also be attached with the agreement.
65. The contractor should at his own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance.
66. Even qualified criteria are met, the bidders can be disqualified for the following reasons, if enquired by the Department
 - (a) Making a false statement or declaration.
 - (b) Past record of poor performance.
 - (c) Past record of abandoning the work half way/ recession of contract.
 - (d) Past record of in-ordinate delay in completion of the work.
 - (e) Past history of litigation.
67. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.
68. A contractor may be black listed as per amendment made to Appendix XXXIV to OPWD Code Vol.-II on rules for black listing of Contractors vide letter no.3365 dt.01.03.2007 of Works Department, Odisha.
As per said amendment a Contractor may be blacklisted due to
 - a. Misbehavior/threatening of Departmental & supervisory officers during execution of work/tendering process.
 - b. Involvement in any sort of tender fixing.
 - c. Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
 - d. Persistent and intentional violation of important conditions of contract.
 - e. Security consideration of the State i.e. any action that jeopardizes the security of the State.
 - f. Submission of false/ fabricated / forged documents for consideration of a tender.
 - g. Non submission of Additional Performance Security (APS) within stipulated period as specified in Clause 19 (iii) of DTCN as per Works Department Office Memorandum No.14402 dtd.06.10.2017
69. **Resolution of Dispute**
 - a) All claims are to be settled by a Civil Court of Competent jurisdiction by way of Civil Suit.

- b) The contractor shall not be entitled to invoke Civil Suit until and unless he has completed the work or until the Govt. has made alternative arrangements for completion of work in question as the case may be.
- c) The pendency of Civil Suit proceedings shall not non-entitle the Government for completion of the work.

70. **Definitions:**

- a) **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.**
- a) Government – Means Government of Odisha, Department of Water Resources.
- b) I.S.S./ B.I.S. – Means Indian Standard Specifications / Bureau of Indian Standard.
- c) Temporary Works – Means all temporary works of every kind required for the performance of the contract.
- d) Specification – Whenever the terms “Specification” is used, apart from a specified standard specification, it shall mean the specification or plan prepared for a particular site as instructed to the contractor in executing that item of work.
- e) Year - Means Financial Year.

71. The single tender received in the first call shall be cancelled without opening the bid. The acceptance of the single tender received after retendering should have prior approval of next higher authority vide OPWD Para- 3.5.18 of Office Memorandum No. 16/W dated 01.01.2015.

72. There is no specific rule for price escalation clause incorporated in the Bid Document, because meanwhile, the Hon'ble High Court, Odisha, Cuttack in their order No.07 dated 25.04.2018 passed in W.P. (C) No.16116 of 2016 have quashed the Works Department circular No.5608 dated 03.04.2007 and No.12606 dated 24.12.2012 dealing with price escalation with direction to issue new circular.

In pursuance of such direction, Escalation clause if any, issued by the Government in Works Department shall be applicable for this contract.

73. Over and above these conditions, the terms and conditions, rules and regulations and specifications as laid down in OPWD code, NBC,NEC ,CEA regulation or Indian electricity rules, Indian standards, CPWD code and REC code with latest revision/amendment are also binding on the part of the contractor.

74. The Liaisons with local authorities related to installation & commissioning will be done by contractor on behalf of department. Contractor has to rectify the work if any recommended by local authorities at his/her own cost. Non compliance of above or rectification work within the warranty period will lead to forfeiture of security deposit or the department may carry out the rectification work and such cost expense will be met from the security deposit of the contractor.

CHAPTER – 3

**INFORMATION AND
INSTRUCTION TO BIDDERS**

1. Preparation of Tender Documents

The intending tenderer shall log in to the e-procurement portal identified as <http://tendersodisha.gov.in> and download the technical bid (Cover-I) and price bid (Cover-II) in shape of a bill of quantity in MS Excel format. As per the requirement of the bid document the bidder will fill up the required information and fill up the rate/percentage rate in figures on the bill of quantity in MS Excel sheet. The bidder is to scan his registration certificate, GSTIN, PAN Card, Affidavit, labour licence, No relation certificate and certificate issued by competent authorities required for full filling 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 and other documents as specified in the bid document.

2. Method of submission of Tender Documents

- 2.1 The tenderer shall upload the scanned copy / copies of the documents and information as per requirement of the bid document through the e-procurement portal. All documents and scanned copies are to be uploaded in the designated location of the technical bid (Cover-I) except the filled up bill of quantity in excel sheet. The filled up intelligent bill of quantities in Excel format will be uploaded in the designated location of price bid (Cover-II). The bidder is required to upload the required documents in appropriate location of Technical and Financial bid failing which the bid will be rejected. All the uploaded documents should be clear and legible. Before activating the submit button, the clarity of the document may be ensured by taking out a sample copy. In the e-procurement tendering system the bidder is required only to submit the required information as per bid document instead of submitting the entire technical bid document. The “online” bidder shall digitally sign on all statements, documents, clarifications uploaded by him owning responsibility for their corrections / authenticity. If any of the information furnished by the bidder is found to be false / fabricated / bogus, the bidder will be black listed and his EMD / Bid Security forfeited.
- 2.2 The information required as per bid documents may be provided in the specified format annexed to the bid document. .
- 2.3 If the intending tenderer is an individual, the documents shall be digitally signed by the individual while uploading the tender through e-procurement portal.
- 2.4 If the intending tender is a proprietary firm it shall be digitally signed by the proprietor while uploading the tender through e-procurement portal.
- 2.5 If the intending tenderer is a firm in partnership it shall be digitally signed by a partner holding the power of attorney for the firm in partnership in which case a certified copy of power of attorney shall accompany in the technical bid documents.
- 2.6 If the intending tenderer is a limited company or Corporation, it shall be digitally signed by a duly authorized person holding the power of attorney in which case certified copy of power of attorney shall accompany.
- 2.7 All witnesses and sureties shall be persons of status and probity and their full names, occupation and address shall be stated below in the appropriate place.
- 2.8 Provision of **payment of escalation** is applicable only in accordance with the details given in Clause-31 of Conditions of Contract.
- 2.9 The agency will install **display board** mentioning information about the work at worksite after drawal of the agreement at his own cost.

3. Opening of Tender Documents.

The technical bid documents **will be opened as per specified time shown in IFB** by the assigned openers in the **office of the Superintending Engineer, Angul Irrigation Division, Angul** in the presence of tenderers or their authorized representatives, who wish to be present.

4. The contractor shall supply sample of all materials fully before procurement for the work for testing and acceptance at his own cost as may be requiring by the concerned Superintending Engineer. The 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 authorised sources and voluntarily disclose the source of procurement for the purpose of billing. Besides, the bidder would be required to submit the details of quarry for procurement while submitting the bids.
5. 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 and will have to be made good by the contractor at his own cost.

Government of Odisha
Works Department
Office Memorandum
File No. 0755690042015(Pt-II)-7885/W, dtd.2307.2015
Subject: Codal provisions regarding e-procurement of Government of Odisha

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

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

1. This office memorandum consists of the procedural requirement of e-procurement and shall be made part of the Detailed Tender Call Notice or Instruction to Bidder for all “works” tenders hoisted in the portal.
2. The e-procurement portal of Government of Odisha is “https:// tendersodisha.gov.in”.
3. Use of valid Digital Signature Certificate of appropriate class (class II or class III) issued from registered certifying authorities (CA) as stipulated by Controller of Certifying Authorities (CCA), Government of India such as n-Code, Sify, TCS, MTNL, e-Mudhra is mandatory for all users.
4. The DSC issued to the Department users is valid for the period of two years only. All the Department users are responsible to revalidate their DSC prior to expiry.
5. For all purpose, the server time displayed in the e-procurement portal shall be the time to be followed by all the users.
6. Government after careful consideration have decided to hoist all tenders costing 10 lakhs or above in the e-procurement portal. This will be applicable across all Engineering Departments such as Works Department, Department of Water Resources, Rural Development and Housing & Urban Development Department. Government of Odisha also welcomes hoisting of tenders by any other departments, authority, corporations, local bodies etc. of the State with prior approval from Works Department. Works Department is the Nodal Department for the implementation of e-procurement in the State.
7. The e-procurement shall be operated compliant to relevant provisions of OGFR/OPWD code / Accounts code / Government statutes including any amendments brought from time to time to suit to the requirement of the best national practice.
8. Registration in the e-procurement portal is without levy of any charges but Government reserves the right to levy any charges for such value added services in future.
9. Contractor not registered with Government of Odisha, can participate in the e-Procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State .
10. For the role management “Department” is the Administrative Department, Organisation or wing is the Chief Engineer or highest tender accepting authority or equivalent officer, Division is the Superintending Engineer or equivalent officer and Subdivision is the Assistance Engineer or equivalent officer.
11. The e-Procurement software assigns roles for operation of the module for specific function. The terminologies used in the portal and their respective functions in the software are as follows.
 - 11.1 Application Administrator (NIC & State Procurement Cell)
 - i. Master Management

- ii. Nodal Officer Creation
 - iii. Report Generation
 - iv. Transfer of Officer's login ID.
 - v. Blocking & unblocking of officer's and bidder's login ID.
- 11.2 Nodal Officer (At organization level not below the Supertending Engineer or equivalent rank)
- i. Creation of Users
 - ii. Role Assignment
 - iii. Report Generation
 - iv. Transfer of Officer's login ID.
 - v. Blocking & unblocking of officer's Login ID.
- 11.3 Procurement Officer-Publisher (Officer having tender inviting power at any level)
- i. Publishing of Tender
 - ii. Publishing of Corrigendum / addendum / cancellation of Tender
 - iii. Bid Clarification
 - iv. Uploading of Pre-Bid minutes.
 - v. Report generation.
- 11.4 Procurement Officer-Administrator (Generally sub-ordinate officer to Officer Inviting Tender)
- i. Creation of Tender
 - ii. Creation of Corrigendum / addendum / cancellation of Tender
 - iii. Report generation.
- 11.5 Procurement Officer Opener (Generally sub-ordinate officer to Officer Inviting Tender)
- i. Opening of Bid
- 11.6 Procurement Officer Evaluator (Generally Sub-Ordinate Officer to Officer Inviting Tender)
- i. Evaluating Bid
- 11.7 Procurement Officer-Auditor (Procurement Officer Publisher and / or Accounts Officer / Finance Officer)
- i. To take up auditing
12. NOTICE INVITING BID (NIB) or INVITATION FOR BID (IFB) :
- 12.1 The Notice Inviting Bids (NIB) and Bid documents etc., shall be in the Standard formats as applicable to conventional Bids and will be finalized / approved by the officers competent as in the case of conventional Bids.
- 12.2 The officers competent to publish NIB in case of conventional Bids will host the NIB in portal. Simultaneously, a notification should also be published in the newspapers, as per existing rules preferably, in the following format, to effect economy:-

Government of Odisha “e” procurement Notice

Bid Identification No.-----

1. Name of the work :
2. Estimated cost: `
3. Period of completion -----
4. Date & Time of availability of bid document in the portal -----
5. Last Date / Time for receipt of bids in the portal -----
6. Name and address of the O.I.T

Further details can be seen from the e-procurement portal “[https:// tendersodisha.gov.in](https://tendersodisha.gov.in)”

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

13. ISSUE OF ADDENDA / CORRIGENDA / CANCELLATION NOTICE :

- 13.1 The Procurement Officer Publisher (Officer Inviting Tender) shall publish any addendum / corrigendum / cancellation of tender in the website <https://tendersodisha.gov.in> notice board and through paper publication and such notice shall form part of the bidding documents.
- 13.2 The system generates a mail to those bidders who have already uploaded their tenders and those bidders if they wish can modify their tenders. The bidders are required to watch the website till last date and time of bid submission for any addendum / corrigendum / cancellation thereof. Tender Inviting Authority is not responsible for communication failure of system generated mail.

14. CREATION AND PUBLISHING OF BID :

- 14.1 All the volumes / documents shall be uploaded in the portal by the tender creating officer (Procurement Officer Administrator) and published by the Officer Inviting Tender (Procurement Officer Publisher) using their DSCs in appropriate format so that the document is not tampered with.
- 14.2 The tender document comprise the notice inviting tender, bid document / SBD, drawings in .pdf format and schedule of quantities / BoQ in .xls format to be uploaded by the Officer Inviting Tender.
- 14.3 Procurement Officer Administrator creates tender by filling up the following forms :
 - i. BASIC DETAILS
 - ii. COVER CONTENT: The Procurement Officer Administrator should briefly describe the name and type of documents to be uploaded by the bidder in the following format:

- (a) For **Single Cover / Packet: (Modified vide Office Memorandum No. 11774/W/dated 03.08.2017 of Works Department)**

Sl. No.	Cover Type	Document Description	Type
1.	Fee / Prequal / Technical / Finance	GSTIN, PAN, Contractor RC, registered under ELBO,Odisha	.pdf
		Affidavits, undertakings and any other document as per SBD/DTCN	.pdf
		BoQ	.xls

- (b) For **Double Cover / Packet: (Modified vide Office Memorandum No. 11774/W/dated 03.08.2017 of Works Department)**

Sl. No.	Cover Type	Document Description	Type
1.	Fee / Prequal / Technical	GSTIN, PAN, Contractor RC registered under ELBO,Odisha	.pdf
		Affidavits, undertakings and any other document as per SBD/DTCN	.pdf
2.	Finance	BoQ	.xls

- iii. TENDER DOCUMENT : The Procurement Officer Administrator should upload the NIT in .pdf format.
- iv. WORK ITEM DETAILS
- v. FEE DETAILS : **The procurement Officer Administrator should mention the cost of tender paper and EMD amount to be paid online as per Works Department Office Memorandum No. 17254/W Dt. 05.12.2017 and as laid down in DTCN/SBD.**
The Bidder shall also have to furnish as part its Bid, the Additional Performance Security (if any) as per the Work Department Office Memorandum No. 14299/W dated 03.10.2017.
- vi. CRITICAL DATES: The Procurement Officer Administrator should mention the critical dates of tender such as publishing date, document download start date & end date, seek clarification start date & end date (optional), bid submission start date & closing date, bid opening date as per DTCN/SBD.
- vii. BID OPENER SELECTION: The Procurement Officer creator can select two / three / four bid openers for a particular bid. If required the bid openers can also be selected within an organization from other procurement units (Circles / Divisions).
- viii. WORK ITEM DOCUMENTS : The Procurement Officer Administrator should upload the digitally signed tender document (SBD/DTCN) or any other addition document / drawings in .pdf format and Bill of Quantities in .xls format.
- ix. PUBLISHING OF TENDER : The Procurement Officer Publisher shall publish the tender using his / her DSC after detail scrutiny of the fields created and documents uploaded by the Procurement Officer Administrator. Procurement Officer Publisher can publish tenders for multiple procurement units using multiple DSCs procured for each post separately. After being relived from the additional charges he has to surrender the additional DSCs to the Nodal Officer of the concerned organisation.
- 15. PARTICIPATION IN BID :
- 15.1 PORTAL REGISTRATION : The Contractor / Bidder intending to participate in the bid is required to register in the portal using his / her active personal / official e-mail ID as his / her Login ID and attach his / her valid Digital Signature Certificate (DSC) to his / her unique Login ID. He / she has to submit

the relevant information as asked for about the firm / contractor. The portal registration of the bidder / firm is to be authenticated by the State Procurement Cell after verification of original valid certificate / documents such as (i) PAN and (ii) Registration Certificate (RC) / GSTIN (for procurement of goods) of concerned bidder. The time period of validity in the portal is at par with validity of RC / GSTIN. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participate in the online bidding process.

- 15.1.1 Bidders participating through Joint Venture shall declare the authorised signatory through Memorandum of Understanding duly registered and enroll in the portal in the name and style of the Joint Venture Company. It is mandatory that the DSC issued in the name of the authorised signatory is used in the portal.
- 15.1.2 Any third party / Company / Person under service contract for operation of e-Procurement system in the State or his / their subsidiaries or their parent companies shall be ineligible to participate in the procurement process that are undertaken through the e-Procurement system irrespective of who operates the system.
- 15.2 LOGGING TO THE PORTAL : The Contractor / Bidder is required to type his / her Login ID and password. The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique Login ID, password and DSC combination and authenticates the login process for use of portal.
- 15.3 DOWNLOADING OF BID : The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience before the closing date and time of submission.
- 15.4 CLARIFICATION OF BID : The bidder may ask question related to tender online in the e-procurement portal using his / her DSC; provided the questions are raised within the period of seeking clarification as mentioned in the Tender Call Notice / Bid. The Officer Inviting the Bid / Procurement Officer-Publisher will clarify queries related to the tender.
- 15.5 PREPARATION OF BID
 - 15.5.1 The bids may consist of general arrangements drawings or typical or any other drawings relevant to the work for which bid has been invited. Bidder may download these drawings and takeout print for detail study and preparation of his bid. Any other drawings and documents pertaining to the works available with the Officer Inviting the bid will be open for inspection by the bidders.
 - 15.5.2 The Bidder shall go through the Bid carefully and list the documents those are asked for submission. **He shall prepare all documents including declaration form, price bid etc and store in the system. (Modified vide Office Memorandum No. 11774/W/03.08.2017 of Works Department.)**
- 15.6 PAYMENT OF EMD / BID SECURITY AND COST OF BID DOCUMENTS:
 - 15.6.1 **The Bidder shall transfer the Tender Paper cost online as part of its Bid, as mentioned under DTCN/SBD through a process mentioned in Works Department Office Memorandum No. 17254/W/ dt. 05.12.2017.**
 - 15.6.2 **The Bidder shall transfer online required E.M.D. / Bid Security amount specified for the works as part of its bid through process as mentioned in the DTCN vide Office Memorandum No. 17254/W/dated 05.12.2017 of Works Department, Govt. of Odisha. Non-submission of Bid Security(i.e. in lieu of EMD), the bids will not be considered & rejected.**

The Bidder shall also have to furnish as part of its Bid, the Additional Performance Security (if any) as mentioned in the DTCN/SBD and **As per Works Department Office Memorandum No. 173/W, Bhubaneswar dtd.03.01.2026 and O&M No.632/W, Bhubaneswar dtd.09.01.2026.**

15.6.3 DELETED. (**Modified vide Office Memorandum No. 11774/W/03.08.2017 of Works Department**)

15.6.4 The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder if required after opening of the tender. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L-1 bidder.

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

15.6.6 DELETED. (**Modified vide Office Memorandum No. 11774/W/03.08.2017 of Works Department**)

16. SUBMISSION OF BID:

16.1 The bidder shall carefully go through the tender and prepare the required documents. The Bid shall have a Technical Bid and Financial Bid. **The Technical Bid generally consist of GSTIN, PAN, Contractor Registration certificate, No relation certificate, Affidavits if desired as per DTCN and any other information as required by OIT.** The financial bid shall consist of the Bill of Quantities (BOQ) and any other price related information / undertaking including rebates. (**Modified vide Office Memorandum No. 11774/W/03.08.2017 of Works Department**).

16.2 Bidders are to submit only the original BoQ (in .xls format) uploaded by Procurement Officer Publisher (Officer Inviting Tender) after entering the relevant fields without any alternation/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 work put to tender.

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

16.4 The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BoQ) published by the Officer Inviting Tender. The Bidder shall type rates in figure only in the rate column of respective item(s) without any blank cell in the rate column in case of item rate tender & type percentage excess or less up to two decimal place only in case of percentage rate tender.

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

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

- 16.5.2 Each process in the e-procurement is time stamped and the system can defect the time of log in of each user including the Bidder.
- 16.5.3 The Bidder should ensure clarity / legibility of the document uploaded by him to the portal.
- 16.5.4 The system shall require all the mandatory forms and fields filled up the contractor during the process of submission of the bid / tender.
- 16.5.5 The Bidder should check the system generated confirmation statement on the status of the submission.
- 16.5.6 The bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
- 16.5.7 The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
- 16.5.8 The bidder is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantity duly filled in. it is not necessary for the part of the Bidder to upload the drawings and the other Bid documents (after signing) while uploading his bid. It is assumed that the bidder has referred all the drawings and documents uploaded by the Officer Inviting the Bid.
- 16.5.9 The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time). The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer Inviting the Bid.
- 16.6 SIGNING OF BID : The 'online bidder' shall digitally sign on all statements, documents, certificates uploaded by him, owing responsibility for their correctness / authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false / fabricated / bogus, his EMD / Bid Security shall stand forfeited & his registration in the portal shall be blocked and the bidder is liable to be blacklisted.
17. SECURITY OF BID SUBMISSION
- 17.1 All bid uploaded by the Bidder to the portal will be encrypted.
- 17.2 The encrypted Bid can only be decrypted / opened by the authorised openers on or after the due date and time.
- 18 RESUBMISSION AND WITHDRAWAL OF BIDS :
- 18.1 Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.
- 18.2 Resubmission of bid shall require uploading of all documents including price bid afresh.
- 18.3 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.
- 18.4 The bidder should avoid submission of bid at the last moment to avoid system failure or malfunction of Internet of traffic jam of power failure etc.
- 18.5 The Bidder can withdraw his bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Procurement Officer Publisher (Officer Inviting Tender) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.
- 19 OPENING OF THE BID :

- 19.1 Bid opening date and time is specified during tender creation or can be extended through corrigendum. Bids cannot be opened before the specified date & time.
- 19.2 All bid openers have to log-on to the portal to decrypt the bid submitted by the bidders.
- 19.3 The bidders & guest users can view the summary of opening of bids from any system. Contractors are not required to be present during the bid opening at the opening location if they so desire.
- 19.4 In the event of the specified date of bid opening being declared a holiday for the Officer Inviting the Bid, the bids will be opened at the appointed time on the next working day.
- 19.5 Combined bid security for more than one work is not acceptable.
- 19.6 The electronically submitted bids may be permitted to be opened by the predefined Bid opening officer from their new location if they are transferred after the issue of Notice Inviting Bid and before bid opening. Further, action on bid documents shall be taken by the new incumbent of the post.
- 19.7 In case of non-responsive tender the officer inviting tender should complete the e-Procurement process by uploading the official letter for cancelled / re-tender.
- 20 EVALUATION OF BIDS :
- 20.1 All the opened bids shall be downloaded and printed for taking up evaluation. The officer authorized to open the tender shall sign and number on each page of the documents downloaded and furnish a certificate that "the documents as available in the portal containing----nos. of pages".
- 20.2 The bidder may be asked in writing / online (in their registered e-mail ids) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. The Officer Inviting Tender may ask for any other document of historical nature during Technical Evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the Bidder's price bid. Non submission of legible documents may render the bid non-responsive. The authority inviting bid may reserve the right to accept any additional document.
- 20.3 The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.
- 20.4 The Technical evaluation of all the bids shall be carried out as per information furnished by Bidders.
- 20.5 The Procurement Officer-Evaluators; will evaluate bid and finalize list of responsive bidders.
- 20.6 The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officers-Openers shall log on to the system in sequence and open the financial bids.
- 20.6.1 The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorised representative who wish to be present.
- 20.6.2 At the time of opening of "Financial Bid", bidders whose technical bids were found responsive will be opened.
- 20.6.3 The responsive bidder's name, bid prices, item wise rates, total amount of each item in case of item rate tender and percentage above or less in case of percentage rate tenders will be announced.
- 20.6.4 Procurement Officer-Openers shall sign on each page of the downloaded BoQ and the Comparative Statement and furnish a certificate to that respect.
- 20.6.5 Bidder can witness the principal activities and view the documents / summary reports for that particular work by logging on to the portal with his DSC from anywhere.

20.6.6 System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Chief Engineer / Head of Department.

21. NEGOTIATION OF BIDS :

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

22 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT :

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

22.2 The Contractor after furnishing the required acceptable Performance Security & Additional Performance Security, "Letter to Proceed" or "Work Order" shall be issued by the Engineer-in-Charge with copy thereof to the Procurement Officer-Publisher. The Procurement Officer-Publisher shall upload the summary and declare the process as complete.

22.3 If the L-1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium / JV / firm where such as agency / firm already happens to be or is going to be a partner / member / proprietor, he / they shall neither be allowed for participation in bidding for three years nor his / their application will be considered for registration and action will be initiated to blacklist him / them. In that case, the tender will be cancelled.

23. BLOCKING OF PORTAL REGISTRATION :

23.1 If the Registration Certificate of the Contractor is cancelled / suspended by the registering authority / blacklisted by the competent authority his portal registration shall be blocked automatically on receipt of information to that effect.

23.2 The portal registration blocked in the ground mentioned in the above Para-23.1 shall be unblocked automatically in receipt of revocation order of cancellation / suspension / blacklisting from the concerned authority.

23.3 The Officer Inviting Tender shall make due inquiry and issue show cause notice to the concerned contractor who in turn shall furnish his reply, if any, within a fortnight from the date of issue of show cause notice. Thereafter the officer Inviting Tender is required to issue an intimation to the defaulting bidder about his unsatisfactory reply and recommend to the Chief Manager (Tech.) for blocking of portal registration within 10 days of intimation to the defaulting bidder regarding his unsatisfactory reply with intimation to the Registering Authority and concerned Chief Engineer/ Heads of Office if any of the following provisions are violated.

23.3.1 **Fails to furnish original Technical Documents before the designated officer within the stipulated date and time. (Modified vide Office Memorandum No. 11774/W/03.08.2017 of Works Department).**

23.3.2 Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period.

23.3.3 Fails to execute the agreement within the stipulated date.

23.3.4 If any of the information furnished by the bidder is found to be false / fabricated / bogus.

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

24. GUIDELINES FOR UNBLOCKING OF PORTAL REGISTRATION :

24.1 UNBLOCKING OF PORTAL REGISTRATION :

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

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

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

24.3 **The minimum period of blocking of Portal Registration shall in no case be less than 180 days.** After blocking of Portal Registration, the contractor whose Portal Registration has been blocked may file application to the concerned officer inviting tender showing sufficient ground for unblocking of his portal registration along with a Treasury Challan showing deposit of Rs. 10,000/- (Rupees ten thousand) only (non-refundable) under the head of accounts '0059-Public Works as processing fees. The officer inviting tender shall forward the application filed by the contractor to the Chief Manager (Tech.), State Procurement Cell. **(Modified vide Office Memorandum No. 11774/W/03.08.2017 of Works Department).**

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

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

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

1. The State Government have formulated rules and procedures for Electronic receipt, accounting and reporting of the receipt- of Cost of Tender Paper and Earnest Money Deposit on submission of bids through the e-procurement portal of Government of Odisha i.e. "<https://tendersodisha.gov.in>".
2. Electronic receipt of cost of tender paper has been successfully tested through SBI payment gateway. Now it has been decided to introduce electronic receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids through payment gateway of designated banks such as SBI/ICICI Bank/HDFC Bank for all Government Departments, State PSUs. Statutory Corporations, Autonomous Bodies and Local Bodies etc. in phases (ANNEXURE-I). The process outline as well as accounting and reporting structure are indicated below :
 - a) It will be carried out through a single banking transaction by the bidder for multiple payments like Cost of Tender Paper and Earnest Money Deposit on submission of bids.
 - b) Various payment modes like Internet banking/ NEFT/RTGS of Designated Banks and their Aggregator Banks as well can be accessed by the intending bidders.
 - c) Reporting and accounting of the e-receipts will be made from a single source.
 - d) Credit of receipts into the Government accounts and to the designated Bank account of the participating entities indicated in Para 2 above would be faster.
3. Only those bidders who successfully remit their Cost of Tender Paper and Earnest Money Deposit on submission of bids would be eligible to participate in the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure.
4. Banking arrangement:
 - a) Designated Banks (SBI/ICICI Bank/HDFC Bank) payment gateway are being integrated with e-Procurement portal of Government of Odisha (<https://tendersodisha.gov.in>)
 - c) The Designated Banks participating in Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids will nominate a Focal Point Branch called e-FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.

5. Procedures of bid submission using electronic payment of tender paper cost and EMD by bidder:
- a) Log on to e-Procurement Portal: The bidders have to log onto the Odisha e-Procurement portal (<https://tendersodisha.gov.in>) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now, submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
 - b) Uploading of Prequalification/Technical/Financial bid: The bidders have to upload the required Prequalification /Technical/Financial bid, as mentioned in the bidding document and in line with Works Department office memorandum no.7885, dt.23.07.2013.
 - c) Electronic payment of tender paper cost and EMD: Then the bidders have to select and submit the bank name as available in the payment options
 - i. A bidder shall make electronic payment using his/her internet banking enabled account with designated Banks or their aggregator banks.
 - ii. A bidder having account in other Banks can make payment using NEFT/RTGS facility of designated Banks.
 - Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.
 - d) Bid submission: Only after receipt of intimation at the e-Procurement portal regarding successful transaction by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.
 - e) System generated acknowledgement receipt for successful bid submission: System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of 'Bid ID' generated in the acknowledgement receipt for tracking their bid status.
6. Settlement of Cost of Tender Paper;
- a) Cost of Tender Paper: In respect of Government receipts on account of Cost of Tender Paper, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to Bid Identification Number. The State Procurement Cell shall generate Bank-wise-head-wise challans separately for Cost of Tender Paper and instruct the designated Banks to remit the money to the State Government account under different heads. In respect of the cost of tender paper received through the e-procurement portal, the remittance to the Cyber Treasury account will be made to the Head of Account 0075-Misc, General Services-800-Other Receipts -0097-Misc. Receipts-02237-Cost of Tender Paper.
 - b) For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Odisha Treasury portal. Thereafter, remittance through NEFT & RTGS will be facilitated through the Odisha Treasury portal.
 - c) Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc., Cost of Tender Paper, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to Bid Identification Number. The State Procurement Cell shall generate Bank-wise list of challans and

instruct the designated Banks to remit the money through the Odisha Treasury portal. The cost of tender papers will be credited to the registered Bank account of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc.

- d) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee, EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.
 - e) Back-end Transaction Matrix of Electronic receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids is enclosed in the Annexure-1.
7. Settlement of Earnest Money Deposit on submission of bids:
- a) The Bank will remit the Earnest Money Deposit on submission/cancellation of bids to respective bidders accounts as per direction received from TIA through e-procurement system.
8. Forfeiture of EMD:
- Forfeiture of Earnest Money Deposit on submission of bid of defaulting bidder is occasioned for various reasons.
- a) In case the Earnest Money Deposit on submission of bid is forfeited, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority.
 - b) The Tender inviting authorities of the Government Departments will deposit the forfeited Earnest Money Deposit on submission of bid, in the State Government Treasury under the appropriate head (8782-Cash Remittances and Adjustments between the officers rendering accounts to the same Accounts Officer-102- P.W.Remittances-1683-Remittances-91028-Remittances into Treasury) after taking the amount as a revenue receipt in their Cash Book under the head 0075-Misc. General Services-00-101 -Unclaimed Deposits-0097-Misc, Receipts-02080-Misc. Deposits and submit the detail account to DAG (Puri) as a deposit of the Division.
 - c) By clicking submit button, system will initiate the forfeiture of EMD. System will not allow the evaluator to edit the initiation after clicking the submit button. Forfeiture option can be carried out in phased manner like one bidder at a time.
9. Role of the Banks:
- a) Make necessary provision / customizations at their end to enable the provision for online payments / refunds as per this document.
 - b) Provide necessary real-time message to bidders regarding successful or unsuccessful transactions during online payment processes and redirect them to e-Procurement website with necessary transaction reference details enabling them to submit their bids.
 - c) The bank shall ensure transfer of funds from the pooling account to the Government Head/current account of PSUs/ULBs within the next bank working day as per the directions generated from e-Procurement portal.
 - d) Bank should provide timely reports and reference details to NIC enabling them to carry out their role as stated below.

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

10. Role of State Procurement Cell:

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

11. Role of National Informatics Centre:

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

- e) NIC shall enable the e-Procurement portal to generate MIS as required for the State Procurement Cell in order to make remittance of the tender paper cost to the State Government account using the Odisha Treasury portal.
12. Role of Cyber Treasury:
- a) The cost of the tender paper deposited by the SPC using the Odisha Treasury Portal which will be accounted for by the Cyber Treasury and it shall submit the accounts to A.G (O) as per the established process.
- b) The Cyber Treasury will provide MIS as required to the SPC for the purpose of accounting and reconciliation of the electronic remittances made to the State Government account.
13. Redressal of Public grievances:
- a) The State Procurement Cell, Odisha, National Informatics Centre, Odisha and the e-FPB will have an effective procedure for dealing with, public complaint for e-Receipt related matters. In case, any mistake is detected by any of the stakeholders in reporting of receipt of tender paper cost and EMD, either suo moto or on being brought to its notice, the State Procurement Cell, Odisha, National Informatics Centre, Odisha unit, Cyber Treasury and the bank will promptly take steps for rectification. The e-Focal Point Branch of the participating Banks, National Informatics Centre, Odisha and the State Procurement Cell, Odisha will notify the contact number and address of the Help Desk for resolution of any dispute regarding e-Receipt.
14. Applicability and modification of existing rules / orders:
The modalities prescribed in this Office Memorandum for downloading of tender paper, submission and rejection of bid, acceptance of Bids as well as refund and forfeiture of earnest deposit will be applicable for electronic submission of bids through e-procurement portal. Existing provisions regulating cost of tender paper, earnest money deposit in OPWD Code and OGFR would stand modified to the extent prescribed.
15. These arrangements would be made effective after signing of MoU between the designated Banks and the State Procurement Cell, firming up of Banking arrangements and technical integration between designated Bank and e-Procurement Portal.

ANNEXURE-I

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

	Cost of Tender Paper on submission of bids	Earnest Money Deposit on submission of bids
Government Departments	I. The payment towards the cost of Tender Paper, in case Government Departments shall be collected in separate Pooling accounts opened in Focal Point Branch called e-FPB of respective designated banks [as stated in Para 2] at Bhubaneswar on T+1 day.	I. In case of tenders of Government Departments, amount towards Earnest Money Deposit on submission of bids shall be collected in a pooling account opened for this purpose at Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's account within two working days on receipt of instruction from TIA through refund and settlement of e-procurement system.

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

CHAPTER – 4
ELIGIBILITY/ QUALIFICATION CRITERIA

1. Eligibility Criteria

To be responsive, the contractor shall furnish the followings

- a) Cost of bid as per Col. No.5 Clause 1 of DTCN.
- b) EMD as per Col. No.4 Clause 1 of DTCN..
- c) Copy of valid Registration Certificate.
- d) Copy of GST registration certificate and GSTIN
- e) Copy of PAN Card.
- f) No relationship certificate.
- g) Affidavit.

2. Final Decision making authority

The Superintending Engineer, Angul Irrigation Division, Angul reserves the right to accept or reject or disqualify any or all the tenders without assigning any reasons and its decision shall be final.

3. Further Clarification

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

CHAPTER – 5

GENERAL RULES & DIRECTIONS

ODISHA PUBLIC WORKS DEPARTMENT

(FORM P-1)

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

GENERAL RULES & DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

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

This notice will state the work to be carried out, the items and approximate quantities thereof as well as the date for submitting and opening tenders also the amount of earnest money to be deposited and the amount of the security deposit by the successful tenderer and the percentage if any to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the submission of tender signed for the purpose of identification by the Sub-Divisional Officer/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 payment made on accounts of works, when executed by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
4. The memorandum of work tendered for and the memorandum of materials to be supplied by the Public Works Departments and their issue rates shall be filled in and completed in the office of the Sub-Divisional Officer/Superintending Engineer before the tender form is issued if a form is issued to an intending tender without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.
5. The amount of earnest money to be deposited will be 1%.
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 is willing to undertake each item of the work specified in the said form of invitation to tender or which they contain any other conditions of any sort, or omit to note the time within which the work can be finished or which are not accompanied by 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.
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 tender being rejected the earnest money forwarded therewith shall thereupon be returned to the tenderer by 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 agreement. The tenderer of the selected tender shall also deposit the required amount of the security money within the prescribed time. If the tenderer fails to deposit the required amount of the security money within the prescribed time the Engineer-in-charge may reject the tender.
10. When a tender is selected for acceptance, the tenderer shall deposit the required amount of the security money to the Superintending Engineer. Government 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 (two) percent of the accepted value of the work and towards this amount the earnest money already deposited by him shall be credited. Performance security may be made up by deduction of 3% / 5% of the amount of each payment to be made to him under clause of the condition of contract for work done under the contract. Cess/Taxes as per provisions of Government shall be deducted from the bills of tenderer.
12. When tender has been selected for acceptance and the required amount of the security money has been deposited, the Engineer shall scrutinize 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 to, shall send the form for signature of the acceptance to the officer competent to accept it.
13. All tenderers are required to submit a list of works, which are in hand at the time of submitting their tenders. The list of works are required to be submitted in the proforma by the Superintending Engineer under whom he has executed the work in order to judge their past performance (vide Works Department Circular No. 15443 dt. 01.08.2005.)
14. The earnest money deposited is liable to be forfeited to Govt. if the tenderer backs out from the offer before acceptance of the tender by the competent authority.
15. T.D.S (Tax Deducted at Source) towards GST will be deducted at the rate prescribed by the Government from time to time.

TENDER FOR WORKS

I / We hereby tender for the execution for the Government of Odisha for the work specified in the under written memorandum at the rates specified therein in a period of **60 calendar days** from the date of written order to commence and in accordance in all respects with the specifications designs and other documents referred to in rules there of and subject to the annexed conditions of contract and with such materials as are provided for by and in all other respects in accordance with such condition so far as applicable.

MEMORANDUM

a)	If several sub works are included they should be detailed in a separate list.	a)	Name of the work:	Procurement of 82.5KVA Diesel Generator for Derjang Dam. (Including Supply, Installation, Testing & Commissioning).
		b)	Name of the Contractor :	
		c). i.	Amount put to tender :	Rs. 16,05,466.00
		ii.	Agreement Amount :	
		iii.	Earnest Money Deposit :	
d)	The deposit will be 2% of the accepted value of work	d) i.	Bid Security deposit to be deposited before the commencement of the work:	
		ii.	Additional Performance Security:	
e)	This percentage deduction from bills will be credited to the contractor's security deposit	e)	Percentage to be deducted from bills:	
		f)	Time required for the work from date of written order to commence:	60 Days
		g)i.	Date of written order to commence:	
		ii.	Stipulated date of completion:	
		h).	Total number of items in work tendered for :-	2 Nos.

Item No.	Item of work	<u>RATE TENDERED</u>		<u>Percentage</u>
		In figures	In words	(Less/Excess)

(Detailed separately in Bill of Quantities)

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 the day of 20

Signature of the Contractor

Signature of the
Contractor before submission of
tender

Witness:

Address:

Signature of one
witness to Tenderer's
signature

Occupation:

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

Dated the day of 20

Signature of the Officer by whom
accepted

CHAPTER – 6

CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

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

Compensation for delay

Clause 2 (a) The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the written order to commence work is given to the contractor, The work shall throughout the stipulated period of the contract be carried on with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to ½ % on the amount of the estimated cost if the whole work as shown by the tender for every day that the work remains un-commenced, or unfinished after the proper dates (The work should not be considered finished until as the Superintending Engineer shall certify as on which the work is finished after necessary rectification of defects as pointed out by the Superintending Engineer, or his authorised, fully complied with by the contractor to the Superintending Engineer's satisfaction). And ensure good progress during execution of the contractor shall be bound, in all cases in which allowed for any work exceeds one month, to one fourth of the whole work before one fourth whole time allowed under contract has elapsed one half of the work, before one half of such time has elapsed and three-fourth of the work before three-fourth of such time has elapsed. In the events of the contractor failing to comply with the condition, he shall be liable to pay as compensation an amount equal to one third percent on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete, provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed 10% on estimated cost of the work as shown in the tender.

The work should not be considered finished until such date as the 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 fully complied with by the contractor to the S.Es satisfaction.

such date
the date

agents are

further to
work the
the time
complete
of the

(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 Govt. (whether paid in one sum or deducted by installments) the Superintending Engineer on behalf of the Governor of Odisha, shall have power- 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.

Action when whole security deposit is forfeited

Clause-3 In any case in which any of the powers, conferred upon the Superintending Engineer by clause 3 thereof, shall become exercisable and the same shall not be exercised the non exercise thereof shall not constitute a waiver of the conditions here of and such powers shall not withstanding be exercisable in the event of any failure cases if defaults by the contractor

of which by any clause or clauses thereof he is declared liable to pay compensation amounting

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

Contractor remain liable to pay compensation if action not taken under clause-3

market rates to be certified by the Executing Engineer whose certificate thereof shall be final; otherwise the Superintending Engineer may give notice in writing to the contractor or his clerk of the works, foreman or other authorized agent required him to remove such tools, plants, materials or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any requisition to the Superintending 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 removal and the amount of proceeds and expense of any such sale shall be final and conclusive against the contractor.

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

Clause – 4 If the contractor shall desire on extension of time for completion of the work, on the ground of his having been unavoidable hindrances in its execution or any other ground he shall apply in writing to the 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.

Extension of time

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

Final Certificate

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

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

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

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

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

Clause – 8 DELETED

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

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

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

is not covered by O.D.S.S. the work should be executed as per the instruction of the Engineer-in-charge.

Clause – 10 The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawing, designs and instruction that may appear to him to be necessary advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instruction which may be given to him in writing signed by the Engineer-in-charge and such alteration which the shall not invalidate the contract and any additional work specified on the contractor may be directed to do in the manner above as part of the work shall be carried out by the contractor on the same conditions in all respect on which he agreed to do the main work, and at the same time 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 includes bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportions. And if the additional work includes any class of work for which 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 being carried on and if such last mentioned class of work is not entered on the scheduled of rate 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 is it his intention to charge for such class of work, and if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable.

Alteration in specification and designs

Extension of time in consequence of alterations

Do not invalidate contract

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

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

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

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

Clause – 11 If at any time after the commencement of the work the Government of Odisha shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out the Engineer-in-charge shall give notice in writing of the fact to contractor. Who shall have no claim to any payment or compensation whatsoever on account of any profit or

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

advantage, which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alternations having made in the original specification, drawing, designs and instruction which shall involve any curtailment of the work as originally contemplated.

- Clause – 12** If it shall appear to the Engineer-in-charge or his subordinate in charge of the work that any work has been executed with unsound, imperfect or workmanship or with materials of any inferior description, or that any materials or articles by him for execution of the work are unsound or of inferior to that contracted for or other wise 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 not with standing that the same may have been inadvertently passed, certified and paid for forth with rectify or remove and reconstruct the work so specified in whole or part, as the case may require or as the case may be remove the materials or articles so specified and provided other proper and suitable materials or articles at his own proper charge and cost and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding 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 other the materials or articles complained of as the case may be at the risk and the expense in all respects of the contractor.
- Action and compensations payable in case of bad work.**
- unskillful
provided a quality
- Clause – 13** All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspections and supervision of the Engineer-in-charge and his subordinates and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of intention of Engineer-in-charge or his subordinates to visit the works shall have been given to the contractor either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.
- Works to be open to inspection**
- Clause – 14** The contractor shall give not less than five day's notice in writing to the Engineer-in-charge or his subordinate in-charge of the work before covering up or other wise 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 placed beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of work and if any work shall be cover up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, or in default thereof no payments or allowance shall be made for such work or the materials with which the same was executed.
- Contractor or responsible agents to be present**
- Notice to be given before work is covered up**
- Clause – 15** If the contractor or his work people or servants shall break, deface, injure or destroy any part of a work, in which they may be working or any building, road, fence, enclosure or grass land, or cultivated ground continuous to the premises on which work or any part of it being

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

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

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

Contractor to supply plants, ladders, scaffolding etc.

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

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

Explanation : Fair wages means wages whether for time or piece work prescribed by State P.W.D. provided that where higher rates have been prescribed under the minimum wages Act 1948 wages at such higher rates would constitute "Fair wages" [W/D No.22059 dated 16.8.77.

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

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

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

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

**Employment of
Graduate
Engineers &
Diploma Holders**

Clause – 18 The contract 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 so to do, or become insolvent or commence any insolvency proceedings or make any composition with his credit or attempt so to do, or if any bribe gratuity, gift loan, perquisite reward or advantage pecuniary of otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employee of Government in any way relating to his office of employment or if any such officer or person shall become in any way directly or indirectly in the contract, the Superintending Engineer may thereupon by notice in writing rescind the contract and the security deposit of the contractor shall there upon stand forfeited and be absolutely at disposal of Government and the same consequences shall ensure as if the contract has been rescinded under clause 3 hereof and in addition the contractor, shall not be entitled to recover or be paid for any work there to for actually performed under the contract.

**Work not to be
sublet.**

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

- Clause – 19** All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.
- Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss**
- Clause – 20** In the case of a tender by partners any changes in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information. In case of failure to notify the change in the constitution within fifteen days the Engineer-in-charge may be noticed in writing rescind the contract and the security deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure as if the contract had been rescind under clause 3 thereof and in addition the contractor shall not be entitled to recover or be paid for any works therefore actually performed under the contract.
- Changes in constitution of firm**
- Clause – 21** All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects by **Superintending Engineer of the Division** for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.
- Clause – 22** **DELETED**
- Clause – 23** When the estimate on which a tender is made includes lump sums in respect of the items of work involved or the part of the work the contractor shall be entitled to payment in respect of the item of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may by his discretion pay the lump sum amounts entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sums payable to him under the provisions of this clause.
- Lump sums in estimates**
- Clause – 24** In the case of any class of work for which there is no such specification as is mentioned in rule, such work shall be carried out in accordance with the circle specification and in the event of there being no circle specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.
- Action where no specification**
- Clause – 25** The expression 'work' or 'works' where used in these conditions shall unless there be something either in the subject or context repugnant to such construction be construed & taken to mean the works by or by virtue of contract contracted to be executed whether temporary or permanent, and whether original altered, substituted, or additional.
- Definition of works**
- Clause – 26** Government shall be entitled to recover in full from the contractor any amount that the Government may be liable to pay under workmen compensation Act. VIII of 1923, to any workmen employed in course of execution of any part of the work covered by this contract.
- Clause – 27** That for the purpose of jurisdiction in the event of dispute if any, the contract should be deemed to have been entered into within the State of Odisha and it is agreed that neither

party to the contract or agreement will be competent to bring a suit in regard to the matters covered by this contract at any place outside the State of Odisha.

- Clause – 28** The Department will have the right to inspect the scaffolding and centering made for the work and can reject partly or fully such structure if found defective in their opinion.
- Clause – 29** Sanitary arrangement will be made by the contractor at his own cost for his labour camp.
- Clause – 30** The contractor shall bear all taxes including sales tax, income tax, royalty, fair weather charges and tollage, where necessary.
- Clause-31** **Contract price shall be adjusted for increase or decrease in rates and price of Labour, Cement, Steel, Bitumen, Pipes, POL & other material component in accordance with the following principles and procedures as per formula given below :**

(Works Department O. M. No. 12606 dated 24.12.2012)

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

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

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

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

$$V_m = \frac{0.85}{100} \times P_m \times R \times \frac{(M_1 - M_0)}{M_0}$$

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

- R = Value 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_0 = The all India wholesale price index (all commodities) prevailed during the quarter of last date of receipt of bids (as published by the Economic Adviser to Govt. of India, Ministry of Industry and Commerce, New Delhi).
- M_0 = The all India wholesale price index (all commodities) for the quarter under consideration as published by Economic Adviser, Govt. of India, Ministry of Industry and Commerce, New Delhi. In respect of the justified period extended for completion of the work, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered.
- P_m = Percentage of material component (Other than cement, steel, bitumen & POL) of the work, as indicated in clause-31 (d) below.

Clause-31(a)(ii) Reimbursement / Recovery of Differential Cost due to Variation in Prices of Principal Materials (Steel, Cement, Bitumen and Pipes not issued by Department) after Submission of Tender.

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

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

Recovery in case of decrease in prices of cement, steel, bitumen & pipes shall be made by concerned 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

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

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

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

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

b) Adjustment towards differential cost of Steel

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

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

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

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

c) Adjustment towards differential cost of Bitumen

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

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

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

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

d) Adjustment towards differential cost of Pipes

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

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

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

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

P_1 = All India wholesale price index for the period under consideration as published by Economic Advisor, Govt. of India, Ministry of Industry and Commerce, New Delhi for the type of pipe under consideration.

P_0 = All India wholesale price index (as published by Economic Advisor, Govt. of India, Ministry of Industry and Commerce, New Delhi) as on the last stipulated date of receipt of tender including extension, if any, for the type of pipe under consideration.

31 (b): Reimbursement [/ Refund due to Statutory Rise in Cost of Minimum Wages by Government.

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

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

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

$$V_1 = 0.85 \times P_1 / 100 \times R(L_1 - L_0) / L_0$$

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_0 = the minimum wages for labour as notified by State Government, as prevailing on the last stipulated date of receipt of tender including extension, if any.

L_1 = the minimum wages for labour as notified by State Government and as prevailed on the last date of the quarter previous to the one under consideration. In respect of the justified period extended, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to stipulated date of completion or the minimum wage prevailing on the last date of the quarter previous to the one under consideration, whichever is less, shall be considered).

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

31 (c): Reimbursement / Refund due to Variation in prices of P.O.L.

Similarly, if during the progress of work, the prices of Diesel, Petrol, Oil and Lubricants increases or decreases as a result of the price fixed there of by the Government of India and the contractor thereupon necessarily and properly pays such increased or decreased price towards diesel, petrol, oil and lubricants used in the execution of the work, then he shall be entitled to reimbursement or liable to refund, quarterly, as the case may be such an amount as shall be equivalent to the plus or minus difference of 85% in between the price of P.O.L., which is operating for the quarter under

consideration, and that operated for the quarter of last date of receipt of bids as per the formula indicated below provided that the work has been carried out within the stipulated time or extension 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 P.O.L. on the value of works executed during the extended per.

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

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

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

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

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

F_1 = All India wholesale price index for fuel, oil and lubricants (High Speed Diesel) for the quarter under consideration as published by Economic Advisor, Govt. of India, Ministry of Industry and Commerce, New Delhi. In respect of the justified period extended, the rates prevailing at the time of stipulated date of completion or the prevailing rates of the period under consideration, whichever is less, shall be considered.

F_0 = All India 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.

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 (P_1)	POL (P_f)	Steel+Cement+Bitumen +other materials
1.	R & B works (% of component)	Road works	5	5	90
		Bridge works	25	5	70
		Building works	25	-	75
2.	Irrigation works (% of component)	Structural work	20	5	75
		Earth, Canal & Embankment work	25	10	65
3.	P.H. Work	Structural work	25	5	70
		Pipeline work	5	-	Pipe – 70% * Other material-25%
		Sewer line	10	-	Pipe – 70% * Other material-20%

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

31 (e) : Application of Escalation Clause :

(i) The contractor shall for the purpose of availing reimbursement / refund of differential cost of steel, bitumen, cement, pipe, POL and wages, keep such books of account and other documents as are necessary to show that the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of Government and further, shall at the request of the Engineer-in-Charge, furnish documents to be verified in such a manner as the Engineer-in-Charge may require any document and information kept. The contractor shall within a

reasonable time of 15 days of his becoming aware of any alteration in the price of such material, wages of labour and/or price of P.O.L give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition along with information relating there to which he may be in a position to supply.

- (ii) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The first such payment shall be made at the end of three months after the month (excluding the month in which tender was accepted) and thereafter at three months interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.

(In pursuance of orders of the Hon'ble High Court, Odisha passed in order No. 7 dated 25.04.2018 in WP(C) No. 16116 of 2016, Government in Works Department are required to issue a new circular regarding price escalation. Any such circular issued by Works Department in future shall be made applicable to the instant agreement.)

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

Clause 33 The **royalty of materials** will be recovered from the work bill in case failure of production of proper receipt from quarry holder or Revenue Department after proper verification from concerned Tahsildar.

Clause - 34 Departmental supply of materials

Before issue of Departmental materials to the contractor, he shall furnish Bank Guarantee of any of the Nationalized Bank equal to the cost of materials. The Bank Guarantee shall be valid for the entire period of agreement. The same may be refunded to the contractor only after the materials supplied to him are fully utilized in the works and cost thereof recovered from his bill (s) in full or if the materials are partly utilized in the unutilized materials are returned by him to the Department in full and in good condition and receipt thereof duly acknowledged by the concerned Department Officer. (Works Department OM No. Codes-M-19/92-13653 dt. 5.6.93).

Clause - 35 The terms and conditions of the agreements have been read/ explained to me and certify that I/We clearly understand them.

ADDENDUM TO CONDITION OF CONTRACT

- 1.1. The bidder / Tender whose bid has been accepted will be notified of the award by the Engineer-in-Charge prior to expiration of the validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the conditions of contract called the ("Letter of Acceptance") will state the sum that the Engineer-in-Charge will pay the contractor in consideration of the execution, completion and maintenance of the works by the contractor as prescribed by the contract (hereinafter and in the contract called the "Contract Price").
- 1.2 The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (ISD) and additional performance security in accordance with the provisions of the agreement.

- 1.3 The agreement will incorporate all agreements between the officer inviting the bid/Engineer-in-Charge and the successful bidder. Within 15 days following the notification of award along with the letter of acceptance, the successful bidder will sign the agreement and deliver it to the Engineer-in-Charge. Following documents shall form part of the agreement.
- a) The notice inviting bid, all the documents including additional conditions specifications and drawing, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading thereto & required amount of performance security including additional performance security.
- b) Standard P.W.D. Form F-2.

2. 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 and programme commensurate to clause no 3 showing the general methods, arrangements, and timing for all the activities in the works along with monthly cash flow forecast.
- 2.1.3. To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, $\frac{1}{4}^{\text{th}}$ of the whole of the work before $\frac{1}{4}^{\text{th}}$ of the whole time allowed under the contract has elapsed, $\frac{1}{2}$ of the whole of the work before $\frac{1}{2}$ of the whole time allowed under the contract has elapsed, $\frac{3}{4}^{\text{th}}$ of the whole of the work before $\frac{3}{4}^{\text{th}}$ of the whole time allowed under the contract has elapsed.
- 2.1.4. If at any time it should appear to the Engineer-in-Charge that the actual progress of the works does not conform to the programme to which consent has been given, the contractor shall produce, at the request of 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 over due programme has been submitted.
- 2.1.5. An update of the programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 2.1.6. The Engineer-in-Charge's approval of the programme shall not alter the contractor's obligations. The contractor may revise the programme and submit it to the Engineer-in-Charge again at any time. A revised programme is to show the effect of variations and compensation events.

2.2. Extension of the completion date.

- 2.2.1. The time allowed for execution of the work as specified in the contract data shall be the essence of the contract. The execution of the works shall commence from the 15th Day or such time period as mentioned in letter of award after the date on which the Engineer-in-Charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money and performance guarantee / security deposit absolutely.

- 2.2.2. As soon as possible after the contract is concluded the contractor shall submit a Time & Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works, it shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.
- 2.2.3. Incase of delay occurred due to any of the reasons mentioned below, the contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.
- For
- i. Abnormally bad weather, or
 - ii. Serious loss or damage by fire, or
 - iii. Civil commotion, local commotion of workmen, strike or lockout, by officers any of the heads employed on the work, or
 - iv. Delay on the part of other contractors or tradesmen engaged by Engineer-in-Chief, in executing work not forming part of the contract.
 - v. Incase of variation is issued which makes it impossible for completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerates the remaining work and which would cause the contractor to incur additional cost, or.
 - vi. Any other cause, which in the absolute discretion of the authority mentioned, in contract data is beyond the contractor's control.
- 2.2.4 Request for re-schedule and extension of time, to be eligible for consideration shall be made by the contractor in writing fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 2.2.5 In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing. Within 3 months of the date of receipt of such request, Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

2.3 Compensation for delay.

- 2.3.1 If the contractor fails to maintain the required progress in terms of clause 2 or to complete the work and clear the site on or before the contract or extended date of completion he shall without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the 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 completion has been specified Compensation @ 1.5% per month or for delay of work, delay to be computed on per day basis.

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

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. Incase the contractor does not achieve a particular milestone mentioned in contract data, or the rescheduled milestone (s) in items 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 the contract. However, if the Contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor files to make up for the delay in subsequent milestone(s) amount mentioned against such milestone missed subsequently also shall be withheld. However, no interest whatsoever, shall be payable on such withheld amount.

2.4 Bonus for early completion

Incentive should be paid in respect of individual project for new construction / substantial additional or improvement works, the minimum value for which is mentioned below.

<u>Name of Work</u>	<u>Minimum Value</u>
1. Building work / PH work	40.00 lakhs
2. Road work	3.00 crores
3. Irrigation work	10.00 crores

Incentive will be paid with approval of next higher authority of tender accepting authority on completion of original work before original time schedule. Incentive need not be included in the estimate. Specific budget provision may be made under State Plan out of which the incentive shall be met.

2.4.1. Amendment to Para 3.5.5 (v) Note – iii of OPWD Code Vol.-I by inclusion

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 (seven) days of such completion by the concerned Additional Chief Engineer, Chief Engineer & the Administrative Department.

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

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

The amount of bonus, if payable shall be paid along with final bill after completion of work.

2.5 Management Meetings

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

FAIR WAGES CLAUSE

- (a) The contractor shall pay not less than fair wage to labourers engaged by him on the work.
Explanation: "Fair wages" means wages, whether for time or piece work prescribed by the State Public works Department provided that where higher rates have been prescribed under the Minimum Wages Act. 1948 wages at such higher rates would constitute "Fair wages" (W.D. No.22059 dt.16.8.77)
- (b) The contractor shall, not with standing the provisions of any contract to contrary cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub contractors in connection with the said work, as if the labours had been immediately employed by him.
- (c) In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all regulation made by Government in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wages register, wage cards, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.
- (d) The Superintending Engineer or Sub-Divisional Officer concerned shall have the right to deduct, from the money due to contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non fulfillment of the conditions of the contract for the benefit of workers non payment of wages or of deductions made from his or their wages, which are not justified by their terms of the contract or non-observance of the regulations, money so deducted should be transferred to the workers concerned.
- (e) Vis-à-vis the Government of Odisha, the contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub contractor.
- (f) The regulations aforesaid shall be deemed to be part of this contract and any breach there of shall be breach of this contract.
- (g) The contractor shall at his own expense provide or arrange for the provision of foot wear for any labour doing cement mixing work and black topping of roads (The contractor has undertaken to execute under this contract) to the satisfaction of the Engineer-in-charge and on his failure to do so Government shall be entitled to provide the same and recover the cost from the contractor.

- (h) The contractor shall submit by the 4th & 10th of every month, to the Engineer-in-charge a true statement showing in respect of the Second half of the preceding month and the first half to the current month respectively (1) the number of labours employed by him on the work (2) their working hours (3) the wages paid to them (4) the accident that occurred during the said fortnight showing the circumstances under which they happened and the content of damage and injure caused by them and (5) the number of female workers who have been allowed maternity benefit according the clause [K] and the amount paid to the Government a sum not exceeding **Rs.472.00** for each default of materially incorrect statement. The amount levied as fine decision of the Superintending Engineer shall be final in deducting from any bill due to contractor.
- (i) In respect of all labour directly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with a cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangement for workers employed by the Odisha Public Works Department and its contractor. This will apply to work places having 50 or more workers.
- (j) Maternity benefit rules for female worker employed by contractor, Leave and pay during leave shall be regulated as follows.
- 1- Leave : (i) **In case of Delivery:-** Maternity leave not exceeding 8 weeks, 4 weeks up to including the day of delivery or 4th weeks following that day.
- (ii) **In case of Miscarriage :-** Up to 3 weeks from the date of miscarriage.

2. Pay

(i) **In case of Delivery:-** Leave pay during maternity leave will be at the rate of women's average daily earnings calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of which she gives notice that she expects to be confined or at the rate of **Rs.472.00** a day which ever is greater.

(ii) **In case of Miscarriage :** Leave pay at the rate of average daily earnings calculated on the total wages earned on the days when full time work was done during a period 3 months immediately preceding the date of such miscarriage,

Conditions of grant of Maternity Leave: No maternity leave benefit shall be admissible to a women unless she has been employed for a total period not less than 6 months immediately preceding the date on which she proceeds on leave.

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

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

(e) The temperature of drinking water supplied to workers shall not exceed 90° F.

5. **Washing and Bathing Place:**

(i) Adequate washing and bathing places shall be provided separately for men and women.

(ii) Such places shall be kept in clean and drained condition

6. **Scale of Accommodation in Latrines and Urinals:-** There shall be provided within the premises of every work place latrines and urinals in an accessible place; and the accommodation, separately for each of them shall not be less than the following.

(a) Where the number of persons employed does not exceed 50. No. of seats 1

(b) Where the number of persons employed exceeds 50 but does not exceed 100 No. of Seats 3

(c) For every additional 100 No. of seats 3 per 100
(in particulars cases the Superintending Engineer shall have the power to vary the scale where necessary)

7. **Latrine and Urinals for Women:** If women are employees, separate latrines and urinals separate from that for women and marked in the vernacular in conspicuous letter "for women only" shall be provided on the scale laid in rule.

Those for men shall be similarly marked "for men only" A poster showing the figure of a men and women and shall also be exhibited at the entrance of Latrines for each sex. There shall be adequate supply of water close to the urinals and latrines.

8. **Latrines and Urinals :** Except in work places provided with water flushed latrines connected with a water borne sewerage system, all latrines shall be provided with receipt able on dry-earthen system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. The receiptables shall be tarred inside and out side at least once a year.

9. **Construction of Latrines:** The inside wall shall be constructed of masonry or stone materials and shall be cement washed inside and outside at least once a year. The dates of cement washing shall be noted in register maintained for this purpose, and kept available for inspection.

10. **Disposal of excreta :** Unless otherwise arranged for by the local sanitary authorities arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator approved by as, Director of Public Health of Municipal Medical Officer or Health at the case may be, whose jurisdiction the work place is situated. Alternatively excreta may be disposed off by putting a laver of night soil at the bottom of pucca tank prepared for the purpose and covering it with 6' layer of waste or refuse and than covering it up with a layer of earth for a fortnight (when it will turn in to manure).

11. **Provision of shelters during rest :** At every work place, there shall be provided free of cost two suitable sheds one for females and the other for rest for the use of labourers. The height of the shelter shall be less than 11 feet from the floor level the lowest part of the roof.
12. **Crèche:** At every work place at which more than 50 women workers are employed, there shall be provided only one hut for the use of children under the age of 6 year , belonging to such women and shall be used for infant's games and play and their bed room. The huts shall not be constructed on a lower standard than the following.
- i) Thatched huts
 - ii) Mud floors and walls.
 - iii) Planks spared over the mud floor and covered with matting.
- The hut shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision for sweepers to keep the place clean. There shall be two dhai in attendance. Sanitary utensil shall be provided to the satisfaction of the Health Officer of the area concerned. The use of the hut shall be restricted to Children, their attendants and mothers of the children.
- a) Where the number of women workers is more than 50 the contractor shall provide one hut and Dhai to look after the Children of women workers.
 - b) The size of creche shall vary according to the number of women workers.
 - c) The crèche shall be properly maintained and necessary equipments like toys etc. Shall be provided.
13. **Canteen:** A cooked food canteen:- on a moderate scale shall be provided for the benefit of workers whenever it is considered expedient.

CONTRACTOR'S LABOUR REGULATIONS

1. **Short title:** These regulations may be called "The Odisha Public Works Department / Electricity Department Contractor's Regulations".
2. **Defination :** In these Regulations, unless otherwise expressed or indicated the following words and expressing shall have the meaning hereby assigned to them respectively, that is to say: "**Labour**" means workers employed by a contractor of the Odisha Public Works Department /Electricity department directly or indirectly through a sub-contractor or other person, by an agent on his behalf.
 - (a) **Fair wages** means wages whether for time or piece work prescribed by the state Public Works Department provided that where high rates have been prescribed under the minimum wages Act 1948 wages at such higher rates would constitute fair wages (W.D. No.22059 dt,16.8.77)
 - (b) "Contractor" shall include every person whether a sub-contractor or headman or agent employing labour on the work taken on contract.
 - (c) "Wages" shall have the same meaning as defined in the payment of wages Act. And include time and piece rate wages if any.
3. **Display of notices regarding ways, etc.:-**

The contractor shall:-

 - (a) Before he commences his work on contract display, and correctly maintain and continue to display and correctly maintain, in a clean and legible condition in a conspicuous places on the work, notice in English and in the local Indian language spoken by the majority of the workers giving the rate of wage prescribed by State Public Works Department/ Electricity Department for the district in which the work is done.
 - (b) Send a copy of such notices to Engineer-in-charge of the work.
4. **Payment of Wages :-**
 - (a) Wages due to every worker shall be paid to him direct.
 - (b) All wage shall have to be paid in current coin or currency or in both.
5. **Fixation of wages periods :-**
 - (a) The contractor shall fix the wage period in respect of which the wages be payable.
 - (b) No wage period shall exceed one month.
 - (c) Wage of every workman employed on the contract shall be paid before the expiry of ten days, after the last day of the wage period in respect of which the wages are payable.
 - (d) When the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.
 - (e) All payment of wages shall be made on a working days

6. Wage book and wage cards etc.

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

7. Fines and deduction, which may be made from wages.

- 1) The wages of a worker shall be paid to him without any deductions of any kind except the following.
 - a) Fines.
 - b) Deduction for absence from duty, i.e. from the place or places where by terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absent.
 - c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody' or for loss on money for which he is required to account where such damage or loss is directly attributable to his neglect or default.
 - d) Any other deduction, which the Odisha Government may allow from time to time .
- 2) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing abuse against such fines or deduction.
- 3) The total amount of fines which may be imposed in any one wage period on a works shall not exceed an amount equal to Five paisa in a rupee of the wages payable to him in respect of that wage period.
- 4) No fine imposed on any worker shall be recovered from him by installments after the expiry of 60 days from the date on which it was imposed.

8. Register of fines, etc.

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

9. Preservation of register:

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

10 Powers of Labour Welfare Officers to make investigation or enquiry

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

11. Report of Labour Welfare Officers:

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

12. Appeal against the decision of Labour Welfare Officers.

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

13. Inspection of registers:

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

14. Submission of return:

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

15. Amendment

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

CHAPTER-7

FORMS

NO RELATION CERTIFICATE

I/We hereby certify that I/We* am/are* **related/not related**(*) to any officer of the rank of Assistant Engineer & above and any officer of the rank of Assistant / Under Secretary and above of the Water Resources Department, Govt. of Odisha. I/We* am/are* aware that, if the facts subsequently proved to be false, my/our* contract will be rescinded with forfeiture of E.M.D and security deposit and I/We* shall be liable to make good the loss or damage resulting from such cancellation.

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

(*) - Strike out which is not applicable

Signature of the Tenderer

Date:-

List of Relatives of the Tenderer serving in Water Resources Department.

SI No.	Name of the relatives	Rank	Place of present posting with office / Division / Department
1	2	3	4

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

CONTRACTOR

AFFIDAVIT

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, Angul Irrigation Division, Angul** for execution of following works in response to **'e'-Procurement Notice No. SE-AID-7/2026-27.**
 - 1.***
 - 2.
 - 3.
- iii) I am the authorized signatory for the tender for the work / works mentioned above.
- iv) I am swearing this affidavit that all tender documents and accompanying papers those being submitted by me before the **Superintending Engineer, Angul Irrigation Division, Angul** 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.

MANUFACTURERS' AUTHORIZATION FORM

Schedule-G

(To be submitted at the time of association of agency)

No.----- dated

To

Name of the work : -

Bid identification no:-

Dear Sir:

Wewho are established and reputable manufacturers of (Name & Descriptions of goods offered) having factories at (address of factory) do hereby authorize M/s (Name and address of Agent) to submit a bid, and sign the contract with you for the goods manufactured by us against the above work.

We hereby extend our full guarantee and warranty for the goods and services offered for supply by the above firm against this work.

We also hereby declare that we will support fully for supply of all genuine spares components and software up gradation for the installed system for five years from the date of commissioning of system and also attend any manufacturing defect for five years.

We also hereby declare that our authorized service Centre is located at district Angul in the state of Odisha and < address of the authorized service centre with contact no> shall provide service for five years on payment basis beyond the warranty period.

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the original equipment manufacturer for Diesel generator and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. The above form must be signed by authorized Agent.