



**GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES**

**TENDER DOCUMENT
(BID)**

FOR THE WORK

**Improvement of Beldihi Distributary
with minor and sub-minor RD 00m to RD
8500m of Pitamahal Irrigation Project**

**SUPERINTENDING ENGINEER
ROURKELA IRRIGATION DIVISION
ROURKELA**

Name of the Work : Improvement of Beldihi Distributary with minor and sub-minor RD 00m to RD 8500m of Pitamahal Irrigation Project.

e-procurement Notice No. : SERID-RKL-03/2026-27

Bid Identification No. : SERID-RKL-03/2026-27(SI-11)

**GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES
OFFICE OF THE SUPERINTENDING ENGINEER ,
ROURKELA IRRIGATION DIVISION,ROURKELA
email Id :- seridrkl@gmail.com**

‘e’ Procurement Notice

e-PROCUREMENT NOTICE NO - SERID-RKL-03/2026-27 (ONLINE) DT 05.08.2026

The Superintending Engineer, Rourkela Irrigation Division, Rourkela on behalf of Governor of Odisha invites **Percentage Rate Bid in single cover system** to be received in **online mode** from the eligible contractors registered with the State Government, contractors of equivalent Grade/ Class Registered with Central Government/ MES/ Railways/CPWD work as detailed below:

1.	Nature of Work	:	CIVIL WORKS
2.	Total Number of works	:	13(thirteen) nos
3.	Bid Identification No.	:	SERID-RKL-03/2026-27 (ONLINE)
4.	Estimated Cost	:	Rs. 2.92 lakh to 8.45 lakh
5.	Class of Contractor	:	‘D’ & ‘C’ class Contractor
6.	Cost of Tender Paper	:	Referred to DTCN
7.	Earnest Money Deposit	:	Referred to DTCN
8.	Period of completion	:	Referred to DTCN
9.	Date & time of Availability of Bid documents in the portal	:	From dt 07.08.2026 at 10.00 A.M to dt. 16.08.2026 up to 05.30 P.M.
10.	Last Date / time for receipt of bids in the portal	:	Dt. 16.08.2026 up to 05.30 P.M.
11.	Date and time of Opening of Bids	:	dt. 17.08.2026 at 11.00 A.M.
12.	Last date & time of seeking of clarification	:	Dt. 12.08.2026 at 05.30 P.M
13.	Place of Opening	:	Office of the Superintending Engineer, Rourkela Irrigation Division, Rourkela
14.	Name and Address of the Officer Inviting Bid	:	Superintending Engineer, Rourkela Irrigation Division, Rourkela

1. Any addendum/corrigendum/ cancellation/ erratum of tender can also be seen in the said website.

2. Further details can be seen from Government Website
<http://tenderodisha.gov.in>

**SUPERINTENDING ENGINEER
ROURKELA IRRIGATION DIVISION
ROURKELA**

GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES
OFFICE OF THE SUPERINTENDING ENGINEER ,
RAURKELA IRRIGATION DIVISION,RAURKELA
email Id :- seridrkl@gmail.com

‘e’ Procurement Notice

e-PROCUREMENT NOTICE NO - SERID-RKL-03-2026-27 (ONLINE) DT 05.08.2026

The **Superintending Engineer, Raurkela Irrigation Division, Raurkela** on behalf of Governor of Odisha invites **Percentage Rate Bid in single cover system** to be received in **online mode** from the eligible contractors registered with the State Government, contractors of equivalent Grade/ Class Registered with Central Government/ MES/ Railways/CPWD work as detailed below:

SI	Name of work	Tender amount lakh	Bid security Rs	Cost of tender paper	Class Contractor	Period of completion
1	Clearing of shrubs and bushes of dam surface and cleaning of longitudinal and transverse drain and U/S and D/s of Pitamahal Irrigation Project.	2.92	3000	2000/-	D & C class	06month
2	Improvement to Ranibandha minor-II, Jhagarpur sub-minor-I,II,Raiberna sub-minor-I,II of Kanshbahal Irrigation Project for the year 2026-27.	4.17	4200	2000/-	D & C class	02 month
3	Improvement to Main Canal from RD 5km to tail , Bonai minor from RD 10m to 2.5 km, Jamkei minor and its sub-minor and Kendrikela minor canal of Rukura Irrigation Project for the year 2026-27	4.10	4100	2000/-	D & C class	06 month
4	Dismantling and construction of concrete railing at dam top of Spillway of Kanshbahal Dam.	4.16	4200	2000/-	D & C class	02 month
5	Improvement of Badnuagaon Minor-I,II with Kumarkela Minor-II, Kumarkela Sub -minor-I,II,III,IV of Kanshbahal Irrigation Project for the year 2026-27	4.16	4200	2000/-	D & C class	06 month
6	Improvement of Left Main Canal from RD 10m to RD 5700m of Kanshbahal Irrigation Project for the year 2026-27	4.21	4300	2000/-	D & C class	06 month
7	Improvement near Panposh Gauge Station	4.24	4300	2000/-	D & C class	02 month
8	Clearing of shrub and bushes of dam surface and cleaning of longitudinal and transverse drain of Kanshbahal Irrigation Project for the year 2026-27.	4.41	4500	2000/-	D & C class	06 month
9	Construction of bed and slope lining from RD 280m to RD 350m of Left Main Canal of Kanshbahal Irrigation Project	7.84	7900	4000	D & C class	03 month
10	Improvement of Right Main canal from RD 00m to 5820m , Kanshbahal Minor-I,II,III, Killinga minor, Killinga sub-minor , Kadambahal minor, Kadambahal sub-minor and Panposh minor-I,II,III of Right Main Canal of Kanshbahal Irrigation Project	8.35	8400	4000	D & C class	06 month
11	Improvement of Beldihi Distributary with minor and sub-minor RD 00m to RD 8500m of Pitamahal Irrigation Project	8.38	8400	4000	D & C class	06 month

12	Improvement of Left Main Canal from RD 10600m to RD 18000m with Garvana minor and Padjampali minor of Kanshbahal Irrigation Project for the year 2026-27.	8.38	8400	4000	D & C class	06 month
13	Improvement of Vedvyas Distributary with minor and sub-minor from RD 00m to 4500m for Rabi season and from RD 4501m to 9000m for Kharif season of Pitamahahal Irrigation Project	8.45	8500	4000	D & C class	06 month

Period of availability of tender /Date and time for bidding / last date of seeking clarification / date of opening of bid documents etc. Detail as mentioned in this draft tender notice is as follows

Last date & time of seeking of clarification: From **dt 07.08.2026 to Dt 12.08.2026 at 05.30 P.M** (

Procurement Officer	Bid Identification No.	Availability of Tender		Date & Time of Opening of tender at O/o SE,RID,Raurkela
		From	To	
1	2	3	4	5
Superintending Engineer, Raurkela Irrigation Division, Raurkela	SERID-RKL-03/2026-27	10.00 A.M of dt 07.08.2026	Dt 16.08.2026 up to 05.30 P.M	17.08.2026 at 11.00 A.M

during office hour only)

1. Any addendum/corrigendum/ cancellation/ erratum of tender can also be seen in the said website.
2. Further details can be seen from Government Website <http://tenderodisha.gov.in>

Sd/-

**Superintending Engineer
Raurkela Irrigation Division
Raurkela**

Memo No:-

Dated:-

Copy submitted to the Engineer-in-Chief, Water Resources, Odisha Secha Sadan, Bhubaneswar for favour of kind information and necessary action.

Superintending Engineer

Memo No-

Dated/-

Copy along with soft copy submitted to the Deputy Director-cum-Deputy Secretary, Advertisement, Information & Public Relation Department, Office of the Director of Public Relation, Govt. of Odisha, Bhubaneswar with a request to publish the e-Procurement notice vide **Bid Identification No-SERID-RKL-03/2026-27** in two most widely circulated local Odia daily . The complimentary copy of the advertisement of each paper may please be sent to this office for reference.

Superintending Engineer

Memo No-

Dated/-

Copy along with soft copy submitted to the Technical head, State Portal Group, National Informatics Center , Odisha Secretariat, Bhubaneswar for favour of kind information and necessary action along with soft copy of the D.T.C.N. for hoisting in Govt. website to provide downloading facility to intending bidders.

Encl: - Soft Copy- 1 No

Superintending Engineer

Memo No-

Dated/-

Copy submitted to the Chief Engineer & Basin Manager, Brahmani Basin, Samal, /Additional Chief Engineer, Rengali Head Works Circle, Samal for favour of kind information and necessary action.

Superintending Engineer

Memo No-

Dated/-

Copy forwarded to the Director, Monitoring, Office of the Engineer-in-Chief, Water Resources, Secha Sadan, Odisha, Bhubaneswar for information and necessary action with a request to hoist in D.O.W.R. website www.tendersorissa.gov.in, on or before **Dt 07.08.2026**.

Encl: - Soft Copy- 1 No

Superintending Engineer

Memo No-

Dated/-

Copy submitted to the Collector & District Magistrate, Sundargarh for favour of information and necessary action.

Superintending Engineer

Memo No-

Dated/-

Copy forwarded to the Superintending Engineer, (R & B) Division, Raurkela / Executive Engineer, N.H. Division, Raurkela / Superintending, RWS&S Division, Raurkela / Superintending, Mechanical Division, Raurkela /All Sub-Divisional Officers under this Division / Divisional Accounts Officer/ Cashier/ Divisional Notice Board/ Tender Call Notice File for information with request to display the notice in their Notice Board for wide circulation.

Superintending Engineer

Memo No-

Dated/-

Copy forwarded to All Odisha contractors Association, Bhubaneswar, PIN-752101, Gmail id- aoca953@gmail.com for information & necessary action.

Superintending Engineer

CONTENTS

Section	Items	Page No.
Section-1	Detailed Tender Call Notice	5 – 18
Section-2	Information & Instruction to Bidders	19 – 40
Section –3	General Rules & Directions	41 – 45
Section –4	Condition of Contract	46 – 78
Section –5 to 7	Technical Specification	79 – 122
Section – 8	Forms	149 – 161

SECTION – 1

**DETAILED TENDER
CALL NOTICE**

**GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES,
OFFICE OF THE SUPERINTENDING ENGINEER
ROURKELA IRRIGATION DIVISION, ROURKELA**

**DETAILED TENDER CALL NOTICE
e-procurement Notice No. SERID-RKL-03/2026-27**

The Superintending Engineer, Rourkela Irrigation Division, Rourkela on behalf of Hon'ble Governor of Odisha invites online **Percentage Rate tender** in the prescribed form to be eventually drawn in P.W.D. form No. P1 from **"D" Class & "C" Class** Contractor Registered with the State Govt. of Odisha or from contractors of equivalent grade / class registered with other State Govt. / Central Govt. / M.E.S. / Railways or other Govt. undertakings. All the contractors are to be registered in the State portal and must possess compatible digital signature certificate of Class-II and III for on line bidding. The website for online bidding is <http://tendersodisha.gov.in> for the work **"Improvement of Beldihi Distributary with minor and sub-minor RD 00m to RD 8500m of Pitamahal Irrigation Project"**

The tender documents can be downloaded from the website identified as <http://tendersodisha.gov.in> from **07.08.2026 at 10.00 A.M to 16.08.2026 upto 5.30 P.M.** The Bid will be received through e-procurement portal from **07.08.2026 at 10.00 A.M to 16.08.2026 upto 5.30 P.M.** Each set of bid document contains Technical Bid and Price Bid i.e. an intelligent bill of quantity in MS Excel format. The bid will be opened on **17.08.2026 at 11.00 A.M** in the **O/o Superintending Engineer, Rourkela Irrigation Division, Rourkela** in presence of the tenderer or their authorized agents. The bidders who participated in the on-line bidding can witness opening of the bid from any system logging on to the portal away from opening place. The bids can only be opened by the pre-designated officials only after the opening time mentioned in the bid. In the event of the specified date of bid opening being declared a holiday the bid will be opened at the appointed time and location in the next working day.

3. The value of the work tendered for is **Rs.837595.00**
4. The bidders shall prepare the documents and upload the scanned typed document in PDF format and BOQ in excel format (or as specified in the portal) in appropriate place.
5. No tenderer will be permitted to furnish their tender in their own manuscript.
6. Bidder shall transfer online the Bid Security @ 1% of the amount put to tender i.e

Rs. 8400.00 only for the above work through a process as mentioned in DTCN through e-procurement portal.

The lowest preferred bidder is required to produce documents in original i.e. Registration Certificate (R.C.), GST Registration Certificate, GSTIN, PAN Card, Affidavit regarding authenticity of the tender documents, certificate issued by the competent authorities required for fulfilling eligible criteria as specified in the bid document. NRC along with ownership and hiring of plants and machineries etc which were uploaded in the e-procurement portal during submission of tender to the inviting authority within the stipulated period i.e. within 5 days from date of opening of bid /lottery as applicable for verification. Bidder has to submit the original affidavit regarding authenticity of the documents to the inviting authority.

7. (a) Providing facilities to the Engineer contractor
 - i) As per works Department No.FR-11/2001/10003/00 Bhubaneswar dtd 24.5.01, 5% price preference allowed to the Engineer contractor in the tender rates has been withdrawn.

- ii) The Engineer contractor shall have to execute the work if awarded to him under his direct supervision and he will not be allowed to execute such work through his Power of Attorney Holder.
 - (b) Adjustment of earnest money given with other tenders previously and submitted in other tenders shall not be entertained.
 - (c) Engineering Contractor desirous to avail EMD exemption have to submit affidavit with uploading the same in the e-procurement portal declaring therein to the effect that they have not yet availed 3 (three) nos. of EMD exemption during the financial year 2025-26 and to show the original registration certificate to the tender inviting authority as and when required for confirmation.
8. The work is to be completed in all respect within **06calendar months** from the date of issue of work order.
 9. The plans specifications and scope for the work can be seen in the office of the **Superintending Engineer, Rourkela Irrigation Division, Rourkela** during any working days.
 10. The tenderers shall carefully study the tentative drawings and specifications applicable to the contract and all documents which form part of the agreement to be entered into by the accepted tenderer and detailed specifications for Odisha and other relevant specifications and drawings which are available with the tender document or with the Superintending Engineer, Rourkela Irrigation Division, Rourkela .
Complaint at a future date that plans and specifications have not been seen by the tenderers can not be entertained.
 11. The bidder can resubmit his bid through online e-procurement mode out of which the system shall consider only the last bid submitted to the portal.
 12. Every tenderer is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and approach road to quarries and locality of the work and satisfy himself about the quality and availability of materials including the medical aids, labour and foodstuff etc. In every case the materials must comply with the relevant specifications. The contractors would, however, be responsible for procurement of materials from authorized sources and voluntarily disclose the source of procurement for the purpose of billing. Besides, the bidder would be required to submit the details of quarry for procurement while submitting the bids.

The tenderer will be deemed to have satisfied himself that the rates quoted by him in the tender will be adequate to complete the work according to the specifications and conditions attached to and that he has taken into account all conditions, difficulties that may be encountered during its progress and to have quoted labour rates and materials, leads, lifts, loading and unloading and freight for materials and all other charges necessary for the completion of the work to the entire satisfaction of the Engineer-in-charge of the work and his authorized subordinates. In the course of awarding a work, the Department may desire the analysis of the rate arrived for against any item(s) of work. The estimated

cost is excluding GST. The rate of item basing on which estimate cost has been derived are excluding GST or different components to arrive such rates.

13. Each tenderer must quote a definite percentage upto two decimal points. Tenders containing indefinite terms such as 'as estimated rates or schedule of rates or percentage basis will not be considered.
14. If any further necessary information is required the bidder can seek clarification on the bids within 7 days from the start of sale of bid document. The employer response for the queries raised by the bidder will be posted in the portal.
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 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 of technical bid and Financial bid (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.
18. Bidders desirous to hire machineries or equipments from out side the State are required to transfer online i.e. 2% (Two percent) of the amount put to tender as bid security. Tender not accompanied with bid security and security for hired machineries as specified above shall be liable for rejection.
19. The tenderer may at his option quote reasonable rate for each item of work carefully so that the rate for one item should not be unworkably low and for others too high.
20. All royalties payable Income taxes & Surcharges as applicable will be borne by the contractor as admissible. It is implied that the quoted rates are inclusive of such elements.
21. 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

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 expire 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 tenders received will remain valid for 90 days from the last date mentioned for receipt of tenders (online) and validity of tenders can also be extended if required without any monetary compensation.
29. No Relation Certificate

The contractor shall have to furnish certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer and above in the State P.W.D. or Under Secretary and above in the Water Resources Department., If the fact subsequently proved to be false the contract will be rescinded. The earnest money and the total security will be forfeited and shall be liable to make good the loss or damage resulting from such cancellation.
30. While determining the validity of tenders the following points shall be taken 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.
 - (e) Failure to furnish the specified bid security.

- (f) Tendered rates being unduly low and unworkable.
 - (g) 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 reason whatsoever.
 32. The tender may not (at the discretion of the competent authority) be considered unless accompanied by attested true copies of Registration of Firms/S.S.I. unit/ EPM rate contract holder certificate, PAN Card, GSTIN as the case may be and the original certificates are to be produced if required in any subsequent date during processing of tender. Attested true copy of work done certificate is to be furnished along with the tender obtaining from the Superintending Engineer concerned.
 33. The earnest money will be retained in the case of successful tenderer and will be dealt with as per the terms and condition of O.P.W.D. code. The earnest money of the unsuccessful tenderer except the three lowest tenderer should be refunded on application. The EMD given by the other two parties except one whose tender is accepted should also be refunded within 15 days of acceptance of tender and drawl of agreement. After Award of Contract the EMD already transferred @1% shall be refunded to the successful bidder.
 34. 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 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 forfeited.
 35. If more than one bid is quoted (decimal up to two numbers will be taken for all practical purposes) either at the estimated cost put to tender or less than the estimated cost put to tender, the tender accepting authority will finalize the tender through a transparent lottery system, where all bidders / their authorized representatives, the concerned SE/Executive Engineer of concerned Division and DAO will remain present.
The time and venue of the lottery shall be intimated to the respective bidders through their e-mail only. No other communication in this regard will be made.
 36. The tenderer whose tender is selected for acceptance shall within a period of seven days upon intimation being given to him of acceptance of his tender make an Initial security deposit **@2% of the accepted tender amount in shape of NSC / Post Office Savings Bank Account / Post Office Time Deposit Account / Kisan Vikas Patra / Bank Guarantee in favour of Superintending Engineer, Rourkela Irrigation Division, Rourkela** from any Nationalised / Schedule Bank in India counter guaranteed by its local Branch at Bhubaneswar / e-Bank Guarantee executed on the National e-Governance Services Limited (NeSL) Digital Document Execution Portal towards E.M.D. / Initial Security Deposit / any other Security Deposit from the Contractor or Supplier and sign agreement in the P.W.D. form No.P1 (Schedule XLV No.61) for the fulfillment of the contract in the office of the Superintending Engineer, Rourkela Irrigation Division, Rourkela, District– Sundargarh, Odisha.
The security deposit of Initial Security money according to the provision of P1 agreement shall be retained as Security for the due fulfillment of this contract. Failure to enter into the required agreement and to make the security deposit as above shall entail forfeiture of the earnest money. The written agreement to be entered into between the contractor and the Govt. shall be the foundation of the rights of both the contractor and the Govt. and the

contract shall be deemed to be incomplete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter into the contract on behalf of the Govt. The bids of the technically qualified bidders will be opened for evaluation of the price bid.

Additional Performance Security (As per Works Department OM No.173 dt.03.01.2026 & clarification vide letter No.632 dt.09.01.2026) shall be obtained from the bidder when the bid amount is less than estimated cost put to the tender. In such an event, only the successful bidder who has quoted less bid price / rates than the estimated cost put to tender shall have to furnish the Additional Performance Security as per the following rate.

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

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

The applicable Additional Performance Security (APS) shall have to be furnished by the successful bidder in shape of Term Deposit Receipt pledged in favour of Superintending Engineer, Rourkela Irrigation Division, Rourkela / Bank Guarantee in favour of the Superintending Engineer, Rourkela Irrigation Division, Rourkela from any Nationalised /

Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar within seven days of issue of Letter of Acceptance (LoA) by the Superintending Engineer, Rourkela Irrigation Division, Rourkela (by e-mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled. Further, proceeding for blacklisting shall be initiated against the bidder. (*Vide Office Memorandum No -14459/W dated 20.09.2018 of Works Department, Govt. of Odisha*).

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. 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.

37. 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.
38. 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.
39. The date of commencement of work shall be as notified in work order.
40. On signing the agreement the site will be handed over to the contractor for execution and completion of works in all respect.
41. On no account, the contract work should be sublet to any body without the prior approval of the Tender accepting authority of the Department. In such an event the contract may be rescinded.
42. 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.
43. The work may be splitted 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.
44. 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.
45. Under section 12 of contract labour (Regulation and Abolition Act 1970) the contractor who undertakes execution of work through labour, should produce valid license from licensing authority of labour department (labour license) to start the work.
46. 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.
47. 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.
48. 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.
49. The contractor will have to submit the Superintending Engineer, Rourkela Irrigation Division, Rourkela, monthly return of labour both skilled and unskilled employed by him on the work.
 50. 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.
 51. 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.
 52. 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.
 53. The tenderer shall have to abide by the C.P.W.D. safety code rules introduced by the Govt. of India, Ministry of Works, Housing and Supply in their standing order No.44150 dated 25.1.1957.
 54. The tenderer shall bear various incidentals, sundries and contingencies necessitated by the work in full within the following or similar category.
 - (a) Rent, royalties and other charges of materials & all other taxes including ferry tolls, conveyance charges and other cost on account of land and buildings including temporary building and temporary electric connection to work site as well as construction of coffer dam, construction of service road, diversion road and its maintenance till completion of work required by the tenderer for collection of materials, storage housing of staff other purpose of the work. No tenderer will however be liable to pay for temporary occupation of land owned by Govt. at the site of the work. GST on works contract as applicable at the time of payment of R/A bill shall be paid extra over the gross amount of R/A bill.
 - (b) Labour camps or hutments including conservancy and sanitation arrangements upto the satisfaction of the local health authorities should be arranged by the contractor.
 - (c) Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
 - (d) Fees and duties levied by the municipal canal or water supply authorities.
 - (e) Suitable equipment and wearing apparatus for the labour engaged in risky operations and medical aid to the labourer engaged for the work.
 - (f) Suitable fencing, barriers, signals including paraffin and electric signals where necessary at work and approaches in order to protect public and employees from accident.
 - (g) Compensation including cost of any suit for injury to persons or property due to neglect of any major precautions also become payable due to operation of the workmen compensation Act.
 - (h) The contractor has to arrange adequate lighting arrangement for the work wherever necessary at his own cost.
 55. In case of delay in acquisition of land handing over possession of work site no compensation will be admissible but extension of time will be allowed if applied in prescribed format within due time to keep the contract in force.
 56. The department will have the right to supply at any time in the interest of the work and departmental material to be used in the work and the contractor shall use such materials at the stock issue rate fixed by the Department by adding + 10 percentage in a particular item of work or market rate whichever is higher.
 57. If a contractor removes any Govt. material or stores supplied to him from the site of the work in contravention of the provision of this clause with a view to dispose of the same dishonestly, he shall be in addition to any other liability civil or criminal arising out of this contract be liable to pay penalty equivalent to (5) five times of the price of the materials cost. The penalty so imposed shall be recoverable at any time from the sum that may be

- due then or at any time thereafter become due to the contractor or from his security deposit or from his other available dues with the Department.
58. Over and above these conditions including the Technical specifications the terms, conditions, rules and regulations and specifications laid down in I.S.I. code are also binding on the part of the contractor.
 59. Deduction of income tax at source and surcharge on income tax will be made from each running account bill for the work at the rate as per Income Tax Act and as amended from time to time. (Present rate 2% + surcharge)
 60.
 - (a) The rates quoted by the contractor shall be deemed to be exclusive of GST on all the materials that he will have to purchase for performance of this contract.
 - (b) The rates quoted by the contractor in the tender for works shall exclusive of GST that may be levied on turnover on works contract according to the Laws and Regulations as applicable from time to time.
 - (c) Deduction of GST at source will be made from each running account bill for the work at the rate of 2% prescribed by Odisha Goods & Service Tax Act-2017 or amended from time to time.
 - (d) 1 % (One percent) of the gross amount of the bill will be deducted from the contractor bill towards 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.
 61. The amount on royalties of different materials as utilized by the contractor in the work will be recovered from his bill, basing on the rate fixed by the Govt. or as amended from time to time during the period of execution.
 62. Schedule of quantity accompanies the tender notice: It shall be definitely understood that the Government do not accept any responsibility for the correctness and completeness of this schedule and this schedule is liable for alternations or omissions, deductions or additions 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.
 63. Sample of stone, metal, chips, sand, cement, moorum etc to be used are to be deposited noting the quarry under dated initial of the tenderer in the Office of the Concerned **Sub-Divisional Officer** before the procurement for testing and acceptance. The transportation & testing charges of construction materials will be borne by the contractor.
 64. Items of works not covered by the tender notice shall be paid at the current schedule of rates of the State and those not covered by the said schedule of rate will be paid on actual analysis approved by the competent authorities prevailing during the period of execution of work.
 65. All preliminary works such as vats, mixing platforms etc are to be done by the contractor at his own cost. No payment will be made for benchmarks, level pillars, profiles, benching and leveling the ground where required. The rates to be quoted should be for finished items of works inclusive of such incidental items of works.
 66. After the work is finished all surplus materials and debris's should be removed from 100 Mtr. clear away from the site of the work. Preliminary work such as vats, mixing platforms etc. should be dismantled and all materials removed from the site and premises shall be made neat and clean and this is inclusive of the rates quoted by him.
 67. The contractor is to supply necessary labour and materials for the purpose of alignment lying recording of levels whenever required at his own cost.
 68. The contractor should arrange necessary tools and plants such as Pumps, Excavator, Trucks, compressors, Tippers, batching plants, Concrete Mixer, steel shutter plates etc. required for the efficient execution work at his own cost. The running charges of such plant and cost of consumables and conveyance are to be borne by the contractor. Any deviation from this may lead recession of contract.

69. In the event of delay in supply of design reasonable extension of time shall be granted on the application of the contractor. But no claim for monetary compensation will be entertained under any circumstances.
70. Under no circumstances, interest is chargeable for the dues or any additional dues, if any payable for the work.
71. An affidavit shall be furnished by the contractor at the time of submission of tender paper about the authentication of tender documents. The scanned copy of the affidavit is to be uploaded through the e-procurement portal along with the technical bid. The affidavit in original is to be produced before the officer inviting tender after opening of the tender positively.
72. Prediction of flood/monsoon Damage:
The contractor shall make his own arrangement at his cost to shift the machineries, equipment's, materials, labourer and departmental machineries if hired by the contractor to a safe place prior to flood. The work shall have to be resumed after the flood come to normal. No extension of time for the completion of the work may be considered by the Department if the discontinuance of the work is beyond the reasonable attempts of the contractor to such eventualities.
73. The debris, sand and other materials, accumulated in the work area during flood shall be removed by the contractor as required for continuing the work at his own cost. By any chance, if any excavated portion that could not be filled up with concrete by the contractor, gets filled up during the monsoon period with earth such removal will not be paid again. The contractor will have to re-excavate the same at his own cost.
74. It shall be distinctly understood that it is entirely the responsibility of the contractor to make such arrangements may be required from time to time to protect the men, machinery, materials and the work under progress and work for which the measurements were recorded and payment made, against any damages either during working season or during the flood. The department accepts no liability, what so ever for any damage or loss of men, materials, machinery and type of hindrance caused to the progress of work.
75. The contractor should provide at his own cost adequate protection measures to the completed works at the end of working season or work in progress against such eventuality till completion and handing over the entire work to the Department.
76. Dewatering from the foundation of structures when and where necessary during execution will have to be done by the contractor and no extra payment will be made on that account. The rate of respective items of work is inclusive of the dewatering.
The term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation water.
77. The quantities in respect of the items for which quoted rates are more than 25% of the estimated rates are not allowed to be varied by more than five percent. In case, if it exceeds the limit approval of the competent authority should be obtained prior to execution.
78. Incase of discrepancy revealed between P₁ form and Detailed Tender Call Notice, condition in P₁ form shall prevail over the Detailed Tender Call Notice.
79. No claim for idle labour etc. on any account will be entertained by the Department.
80. The clause of printed form of P₁ contract with latest addition/ deletion/ corrections/ substitution etc. will also be binding.
81. GENERAL INSTRUCTION TO CONTRACTORS as per DoWR letter No.20415 dt.14.09.2015
 - (a) Any agency or contractor executing a work should be aware about the local festivals like Makar Sankranti, Raja Sankranti ,Chaiti Parab, Danda Nata or any such festivals which may effect the work schedule. Therefore, the contractor should engage more work forces during working period available at his disposal to complete the work as per schedule.
 - (b) In the peak summer season, working hour is curtailed by the Labour Department to avoid exposure to personnel to the scorching sun and heat. It is the duty of the agency to increase the number of work force and to employ the existing work force during morning and afternoon hours as per Government orders.
 - (C) Rainfall is a normal occurrence during monsoon in Odisha. So, unless there is unusually heavy rainfall resulting in a declared calamity , the contractor is not eligible for any extension of time. The contractor should plan the deployment of workforce and machinery , so as to complete the work as per schedule considering ordinary vagaries of nature.

- The same applies for borrow area ponding also. The contractor should foresee possible ponding of borrow area in monsoon and like wise lift more quantity of soil/ other materials during dry period, so as to complete the work as per schedule.
- (d) The contractor should take up the work with due diligence in the acquired land without waiting for acquisition of entire land. This should be completed in proportionally less period depending on the quantum of available work front.
 - (e) The Agency should plan his work programme and mobilize men and machineries considering the canal closure programme of a particular system or area. Khariff / Rabi closure can't be imposed arbitrarily on the farmers as per the convenience of the agency. Closure of canal for the interest of work will be solely at the discretion of the Engineer-in-charge and can't be claimed as a matter of right.
 - (f) There will be always be standing crop before harvesting season as per crop schedule and this fact has to be clearly understood by the agency. Extension of time on this ground may not be considered by the Division officer.
 - (g) Only the day(s) of elections to the Local Bodies / Assembly / Parliament will be treated as non working day(s)
82. Definitions
In the contract (as hereinafter defined) the following words and expressions will have the meanings here by assigned to them.
- a) Approved / Approval – Means approved in writing.
 - b) Construction Plant – Means all equipments, appliances or things of whatsoever nature required for the execution, or completion, maintenance of the works or temporary works but does not include materials or other things intended to form or forming part of the permanent work.
 - c) Contract – means the instruction and information for tenderers General and Special conditions of the contract, Technical Specification, drawings, tender (including the schedule of quantities and tender prices) the formal agreement and all agenda and attachment related to the above.
 - d) Contractor – means the particular person, firm or corporation with whom the contract has been made for executing the work.
 - e) Drawing – Means the drawings referred to in the specifications, any modifications of such drawings approved in writing by the **Superintending Engineer, Rourkela Irrigation Division, Rourkela** and such other drawings as may from time to time be furnished or approved in writing by the Engineer-in-Charge.
 - f) Engineer-in-Charge–Means the Superintending Engineer, in-charge of the work specified or parts of the works under the contract, or such other departmental assistants or sub-ordinates to whom the Superintending Engineer, in-charge may have delegated certain duties, acting separately within the scope of particular duties entrusted to them.
 - g) Government – Means Government of Odisha, Department of Water Resources.
 - h) I.S.S. / B.I.S. – Means Indian Standard Specifications / Bureau of Indian Standard.
 - i) Temporary Works – Means all temporary works of every kind required for the performance of the contract.
 - j) Specification – Whenever the terms “Specification” is used, apart from a specified standard specification, it shall mean the specification or plan prepared for a particular site as instructed to the contractor in executing that item of work.
 - k) Year - Means Financial Year.
83. THE CONTRACTOR HAS TO MENTION PERCENTAGE EXCESS OR LESS OVER THE AMOUNT PUT TO TENDER.
84. The contractor will write percentage excess or less upto two decimal point only if he writes the percentage excess or less upto more than two decimal point, the two decimal point shall only be considered without rounding up.
85. The ST/SC contractors willing to avail the facilities as fixed by Government will submit the affidavit on-line for the same along with tender document. Otherwise, they will not be entitled to avail the facilities.
If the rate quoted by the SC and ST Category Contractors comes to the rate quoted by the L1 bidder (decimal up to two numbers will be taken for all practical purposes) after availing 10% price preference as per Para 2 of Works Department Resolution No.27748 dated 11.10.1977, the tender shall be finalized by the tender accepting authority through a transparent lottery system along with other categories of contractors.
86. A bidder can submit only one tender paper for a particular work, submission of more than one tender paper by a bidder for a particular tender will liable for rejection of all such tender papers as per Works Department Letter No.4985/W dt.28.03.2007.

87. The single tender received in the first call shall be cancelled without opening of the bid. The acceptance of a single tender received, even after retendering should have prior approval of the next higher authority as per Works Department Memorandum No.16 dt.01.01.2015.
88. Security for the due fulfillment of a contract should invariably be taken. The security may be taken in shape of N.S.C/Post Office Savings Bank Account/Post Office Time Deposit Account/Kisan Vikas Patra/Bank Guarantee in favour of the Divisional Officer from any Nationalized Schedule Bank in India counter guaranteed by its local Branch at Bhubaneswar/e-Bank Guarantee executed on the National-Governance Services Limited (NeSL) Digital Document Execution Portal towards E.M.D/Initial Security Deposit/any other security deposit from the contractor or supplier.
89. The concessional payment of performance security and BID Security / EMD Exemption to Local MSME / start ups is not allowed as per Government of Odisha Works Department Order No.4281/W Dt.05.03.2025.
90. Joint Ventures are not allowed.

SECTION – 2 INFORMATION AND INSTRUCTION TO TENDERERS
--

SECTION-2

1. Preparation of Tender Documents

The intending tenderer shall log in to the e-procurement portal identified as <http://tendersodisha.gov.in> and download the Financial bid 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 percentage in figures on the bill of quantity in MS Excel sheet. The bidder is to scan his registration certificate, GSTIN, PAN Card, Affidavit, No relation certificate and certificate issued by competent authorities required for full filling the eligibility criteria specified in the bid document for the work. The bidder is also required to scan the 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 documents through the e-procurement portal. All documents and scanned copies are to be uploaded in the designated location of the technical bid 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 .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.**
- 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.
- 2.6 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.
- 2.7 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.
- 2.8 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.
- 2.9 The period of execution is **06** calendar months.

- 2.10 The agency will install display board mentioning information about the work at worksite after drawl of the agreement at his own cost.
3. **Opening of Tender Documents.**
The tender documents will be opened **on 17.08.2026 at 11.00 A.M** by the openers of the **Superintending Engineer, Rourkela Irrigation Division, Rourkela** in the presence of tenderers or their authorized representative, who wish to be present.
4. **Minimum Qualifying Criteria**
A. Not required as per Govt. of Odisha, DOWR Letter No.01/WR dated 01.01.2019.
B. The bidder must upload the valid R.C, Valid GST No. and PAN, Affidavit, undertaking regarding No-relationship certificate & required E.M.D amount online payment mode which are mandatory.
5. **Final Decision making authority**
The competent authority reserves the right to accept or reject or disqualify any of the tenders without assigning any reasons and its decision shall be final.
6. **Further Clarification**
The Superintending Engineer, Rourkela Irrigation Division, Rourkela may be contacted during office hours on any working days for any further clarification. The bidder can also seek clarification through the portal **within 7 days** from start of sale of bid documents. The officer inviting the tender will respond for the queries raised by the bidder through the same portal.
7. **Sample of all material:** The contractor shall supply sample of all materials before procurement for the work for testing by Superintending Engineer, Quality Assurance Division, Samal at his own cost. If found unsuitable the same may be rejected.
8. **Trial Boring :** The foundation level as indicated in the body of the departmental drawing is purely tentative and for the general guidance only. The Department have no responsibility for the suitability of actual strata at the foundation level. The contractor has to conduct his own boring before starting the work and get the samples tested at his own cost to ascertain the S.B.C. and credibility of the strata at founding level. While quoting his rates for tender the contractor shall take in to account of the above aspects.
9. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the Govt. of Odisha harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the work. Also no claim shall be entertained for loss due to earth quake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental damages so caused will have to be made good by the contractor at his own cost.
10. Where it will be found necessary by the Department, the Officer-in-Charge of the work shall issue an site order book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in his book by the PWD Officer-in-Charge with their dated signatures and duly noted by the contractor or his authorized agents with their dated signature. Orders entered in his book

and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the Department. The order book shall be the property of the PWD and shall not be removed from the site of work without written permission of the Engineer (Superintending Engineer) and to be submitted to the Engineer-in-Charge every month.

11. The tender should conduct three bores at each pier and SBC of soil at foundation level and abutments location and furnish the test results in conformity with IRC code at his own cost before execution of the work and rates quoted by the contractor should be inclusive of such bores and SBC tests etc without any extra cost to the Department.

Procedure to participate in online bidding e-procurement

1. PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL: The Contractor/Bidder intending to participate in the bid is required to register in the Portal using his /her active personal/ official e-mail ID as his Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL etc. He/ She has to submit the relevant information as asked for about the firm/ contractor. The portal registration of the bidder/ firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/ documents such as (i) PAN and (II) Registration Certificate (RC)/ GST Registration Certificate and GSTIN (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ GST Registration Certificate and GSTIN. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participated in the online bidding process. Contractor not registered with Government of Odisha, can participate in the e-procurement after necessary enrollment in the portal but have to subsequently register themselves with the appropriate registering authority of the Sate Government before award of the work as per prevalent registration norms of the State.
 - a. To log on to the portal the Contractor/Bidder is required to type his/her *username* and password. *The system will again ask to select the DSC and confirm it with the password of DSC.* For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.
 - b. The 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.
 - c. The tender documents uploaded by the Tender Inviting Officer in the website <https://tendersodisha.gov.in> will appear in the section of "Upcoming Tender" before the due date of tender sale. Once the due date has arrived, the tender will move to "Active Tender" Section of the *homepage*. Only a small notification will be published in the newspaper specifying the work details along with *mention* of the specific website for details. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders. Any bidder can view or down load the bid documents from the web site.

- d. 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.
 - e. The *software* application has the provision of payment of cost of tender document through payment gateways of *authorized* bankers by directly debiting the account of the bidders.
- 1.1. Bidders participating through Joint Venture shall declare the authorized signatory through Memorandum of Understanding duly registered and enroll in the portal in the name and style of the joint venture company. It is mandatory that the DSC issued in the name of the authorized signatory is used in the portal.
 - 1.2. In the case of any failure, malfunction, or breakdown of the electronic system used during the e-procurement process, the tender inviting officer shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control.
 - 1.3. Any third party/company/person under a service contract for operation of e-procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement processes that are undertaken through the e-procurement system irrespective of who operates the system.
 - 1.4. For submission of Bids through the E-Procurement Portal, the bidder shall up load the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. The on line bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal before the specified date as per DTCN.
 - 1.5. Each bidder shall submit only one bid for one package. A bid is said to be complete if accompanied by cost of bid document and appropriate bid security. The system shall consider only the last bid submitted through the E-Procurement portal.
 - 1.6. The bidder may ask question related to tender online in the e-procurement portal using his/her DSC, provided the questions are raised within the period of seeking clarification as mentioned in tender call notice/Bid. The Officer inviting the Bid/ Procurement Officer-Publisher will clarify queries related to the tender.
 - 1.7. The details of drawings and documents pertaining to the works available with the officer inviting the Bid as well as in the office of the Executive Engineer as mentioned in the Contract Data will be open for inspection by the bidders. The bidder is required to down load all the documents for preparation of his bid. It is not necessary for the part of the Bidder to up-load other Bid documents (after signing) while up-loading his bid. He is required to up load documents related to his eligibility criteria and qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred all the drawings and documents. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.
 - 1.8. Any addendum / corrigendum/ cancellation of tender shall be published in the website <https://tendersodisha.gov.in> , notice board Only, and such notice shall form part of the bidding documents.
 - 1.8.1. The system generates a mail to those bidders who have already uploaded their tenders and those bidders if they wish can modify their tenders. The bidders are required to which the website till last date and time of bid submission for any addendum/ corrigendum/ cancellation thereof. Tender inviting authority is not responsible for communication failure of system generated mail.

All the volumes/documents shall be uploaded / provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and up load the scanned documents in Portable Document Format to the portal in the designated locations of Technical Bid. He will fill up the rates of items or percentage in the BOQ down loaded for the work in designated Cell and up loads the same in designated locations of Financial Bid. Bidders are to submit only the original BoQ uploaded by publisher after entering the relevant fields without any alteration/deletion/modification. Multiple BoQ submission shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than Zero value in the specified cells. In the percentage rate tender, the bidder quoting Zero value is valid and will be taken as Schedule of Rates. Submission of document shall be effected by using DSC of appropriate class.

2. PAYMENT OF EMD/ BID SECURITY AND COST OF BID DOCUMENTS: The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under DTCN in online mode. Non-submission of bid security within the designated period shall debar the bidder from participating in the on-line bidding system.

2.1 The EMD or Bid Security payable along with the bid is 1% of the estimated contract value (ECV) or as mentioned in the bid document.

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

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

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

3. FORMAT AND SIGNING OF BID: (Logging to the Portal)-The Contractor/ Bidder is required to type his/her Login ID and Password. The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique Login ID, Password and DSC combination and authenticates the login process for use of portal. The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience within the final date and time of submission. The bidder shall only submit single copy of the required documents and Price Bid in the portal. In the Financial bid, the bidder can not leave any figure blank. He has to only write the figures, the words will be self generated. The Bidders are

advised to up load the completed Bid document well ahead of the last date & time of receipt to avoid any last moment problem of power failures etc.

- 3.1. The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including Declaration form, price bid etc and store in the system.
- 3.2. The bidder shall log on to the portal with his DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents. Once the Bidder makes sure that all the documents have been up-loaded in appropriate place he clicks the submit button to submit the bid to the portal.
 - 3.2.1. The bids once submitted can not be retrieved or corrected. Tender cannot be pre-opened and cannot be submitted after due date and time. Therefore only after satisfying that all the documents have been uploaded, the Bidder should activate submit button.
 - 3.2.2. In the e-procurement process each processes are time stamped. The system can identify each individual who has entered in to the portal for any bid and the time of entering in to the portal.
 - 3.2.3. The Bidder should ensure clarity of the document up loaded by him to the portal especially the scanned documents by taking out sample printing. Non-submission of legible documents may render the bid non-responsive. However, the Officer inviting the Bid if so desires can ask for legible copies or original copies for verification with in a stipulated period provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit the original documents with in the stipulated date, his bid security shall be forfeited.

SUBMISSION OF BIDS:-

- 3.3. The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid and a Financial Bid. The Technical bid generally consists of GSTIN, PAN, Registration Certificate, Affidavits, Profit Loss statement, Joint venture agreement, List of similar nature of works, work in hand , list of machineries and any other information required by OIT. The Financial Bid shall consist of the Bill of Quantities (BOQ) and any other price related information/ undertaking including rebates.
- 3.4. Bidders are to submit only the original BOQ (in .xls format) uploaded by Procurement Officer Publisher (Officer Inviting Tender) after entering the relevant fields without any alteration/ deletion/ modification. Multiple BOQ submission by bidder shall lead to cancellation of bid. In case of items rate tender , bidders shall fill in their rates other than zero value in the specified cells without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.
- 3.5. The bidder shall upload the scanned copy/ copies of document in support of eligibility criteria and qualification information in prescribed format in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.
- 3.6. The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BOQ) published by the Officer Inviting Tender. The bidder shall type rates in figure only in the rate column of respective items(s) without any blank cell in the rate column in case of item rate tender and type percentage excess or less up to two decimal place only in case of percentage rate tender.
- 3.7. The bidder shall log to the portal with his/ her DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents.

- 3.8. Bids cannot be submitted after due date and time. The bids once submitted can not be viewed, retrieved or corrected. The Bidder should ensure correctness of the Bid prior to uploading and take print out of the system generated 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.
- 3.9. Each process in the e-procurement is time stamped and the system can defect the time of log in of each user including the Bidder.
- 3.10. The Bidder should ensure clarity/ legibility of the document uploaded by him to the portal.
- 3.11. The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/ tender.
- 3.12. The bidder should check the system generated confirmation statement on the status of the submission.
- 3.13. The bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
- 3.14. The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
- 3.15. The Bidder is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantity duly filled in. It is not necessary for the part of the bidder to upload the drawing and the other Bid documents (after signing) while uploading his bid. It is assumed that the bidder has referred all the drawings and documents uploaded by the Officer Inviting the Bid.
- 3.16. The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time). The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer Inviting the Bid.
- 3.17. Seeking any revision of rates for backing out of the bid claiming for not having referred to any or all documents provided in the bid by the officer inviting the bid will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.
- 3.18. The 'Online bidder' shall digitally sign on all statements documents, certificates uploaded by him, owning responsibility for their correctness/ authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false/ fabricated/ bogus, his EMD/BID Security shall stand forfeited and his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

4. SECURITY OF BID SUBMISSION:

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

5. DEADLINE FOR SUBMISSION OF THE BIDS :

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

RESUBMISSION AND WITHDRAWAL OF BIDS :

- 5.2. Resubmission of bid by the Bidders for any number of times before the final date and time of submission is allowed.

- 5.3. Resubmission of bid shall require uploading of all documents including price bid afresh.
- 5.4. If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.
- 5.5 The bidder should avoid submission of bid at the last moment to avoid system failure or malfunction of Internet or traffic jam or power failure etc.
- 5.6 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.
6. LATE BIDS :
- 6.1. The system shall reject submission of any bid through portal after closure of the receipt time. For all purpose the server time displayed in the e-procurement portal shall be the time to be followed by the bidder and concerned officers.
7. MODIFICATION AND WITHDRAWAL OF BIDS :
- 7.1. In the E-Procurement Portal, it is allowed to modify the bid any number of times before the final date and time of submission. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure. If the bidder fails to submit his modified bids within the designated time of receipt, the bid already in the system shall be taken for evaluation.
- 7.2. In the E-Procurement Portal, withdrawal of bid is allowed. But in such case he has to write a letter with appropriate reasons for his withdrawal addressed to the Officer inviting the bid and upload the scanned document to portal in the respective bid before the closure date and time of receipt of the bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.
8. OPENING OF THE BID:
- 8.1. Bid opening date is specified during tender creation or can be extended with corrigendum. This date is available in IFB, tender document as well as the home page of portal. Bid opening can be done by the authorized users which are defined during the tender publication / approval stage. The bids are encrypted using their public keys and can be decrypted only on or after the Bid Opening due date and time. The bid opener's private key will be required to open the bids and all the openers have to log on to the portal during that time.
- 8.1.1. The bidders who participated in the on line bidding can witness opening of the bid from any system logging on to the portal with the DSC away from opening place. Contractors are not required to be present during the bid opening at the opening location if they so desire.
- 8.1.2. Each activity is date and time stamped with user details. For time stamping, server time is taken as the reference.
- 8.2. In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid/Engineer-in-Charge, the bids will be opened at the appointed time on the next working day.
- 8.2(a) Combined bid security for more than one work is not acceptable.

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

EVALUATION OF BIDS:-

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

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

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

9. CLARIFICATION AND NEGOTIATION OF BIDS:

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

10. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

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

if fulfils other required criteria would be called for drawing agreement for execution of work subject to condition that the L2 bidder negotiates at par with the quoted by the L1 bidder, otherwise the tender will be cancelled.

11. BLOCKING OF PORTAL REGISTRATION

- 11.1 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.
- 11.2 The portal registration blocked in the ground mentioned in the above Para- 11.1 shall be unblocked automatically in receipt of revocation order of cancellation/ suspension/ blacklisting from the concerned authority.
- 11.3 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.
 - 11.3.1 Fails to furnish original Technical Documents before the designated officer within the stipulated date and time.
 - 11.3.2 Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period (including till the extended bid validity period)
 - 11.3.3 Fails to execute the agreement within the stipulated date.
 - 11.3.4 If any of the information furnished by the bidder is found to be false/ fabricated/ bogus. Accordingly the officer Inviting Tender shall recommended to the Chief Manager (Tech) State Procurement Cell, Odisha for blocking of portal registration of bidder and simultaneously action shall also be initiated by OFFICER INVITING TENDER for blacklisting as per Appendix-XXXIV of OPWD code Volume-II. The minimum period of blocking of Portal Registration shall in no case be less than 180 days.

**GOVERNMENT OF ODISHA
WORKS DEPARTMENT**

* * * * *

OFFICE MEMORANDUM

File No.07556900012016- 17254 /W, dated, 05.12.2017

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

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

Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.

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

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

6. Settlement of Cost of Tender Paper ;

- a) **Cost of Tender Paper:** In respect of Government receipts on account of **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise challans under the Head of Account for **Cost of Tender Paper** and instruct the designated Banks to remit the money to the proper Head of Account of State Government. In respect of the cost of tender paper received through the e-procurement portal, the remittance to the Cyber Treasury account will be made to the Head of Account 0075-Misc, General Services-800-Other Receipts -0097-Misc. Receipts-02237-Cost of Tender Paper.

- b) For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Odisha Treasury portal. Thereafter, remittance through NEFT & RTGS will be facilitated through the Odisha Treasury portal.
- c) Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc., **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The cost of tender papers will be credited to the registered Bank account of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc.
- d) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee and EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.
- e) Back-end Transaction Matrix of Electronic receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids is enclosed in the Annexure-I.

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 in this Office Memorandum.

- 15.** These arrangements would be made effective after signing of MoU between the designated Banks and the State Procurement Cell, firming up of Banking arrangements and technical integration between designated Bank and e-Procurement Portal.
 - 1. This shall take effect from the date of issue of this Office Memorandum.
 - 2. Accordingly, relevant existing codal / contractual provision exist vide Office Memorandum No.6785W/ dt.09.05.2017 of Works Department stands modified to the above extent.
 - 3. This has been concurred in by the Finance Department vide their UOR No.-39-WF-I t.09.11.2017.

EIC - cum – Secretary to Government

Memo No.17255

/W. Dated : 05.12.2017

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

FA – cum- Addl. Secretary to Government

Memo No.17256

/W. Dated : 05.12.2017

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

FA – cum- Addl. Secretary to Government

Memo No.17257

/W. Dated : 05.12.2017

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

FA – cum- Addl. Secretary to Government

Memo No.17258

/W. Dated : 05.12.2017

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

FA – cum- Addl. Secretary to Government

Memo No.17259

/W. Dated : 05.12.2017

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

FA – cum- Addl. Secretary to

Government

Memo No.17260

/W. Dated : 05.12.2017

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

FA – cum- Addl. Secretary to Government

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

- | | |
|---|--|
| Government Departments | <p>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.</p> <p>II. With reference to the Notice Inviting Tender/ Bid Identification Number, the amount so realised is to be remitted to Government Account under the Head Of Account 0075-Misc. General Services-800-Other Receipts-0097-Misc. Receipts-02237-Cost of Tender Paper through Odisha Treasury Portal after opening of the bid.</p> |
| State PSUs
Statutory Corporations,
Autonomous Bodies and
Local Bodies. | <p>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.</p> <p>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.</p> |

Earnest Money Deposit on submission of bids

- | |
|--|
| 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. |
| <p>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.</p> |
| <p>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.</p> <p>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</p> |

SECTION – 3
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 remitted will be 1% (online).
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 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.
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.

If the Engineer is not competent to accept the tender himself, he will inform the tenderer of the tender which he decides to recommended for acceptance, such tenderer shall thereupon sign forthwith copies of the specification and other documents mentioned in rules 1 and 4

and shall deposit the required amount of the security money with in the prescribed time. The tender with the specification and other documents signed by the tenderer will then be forwarded for acceptance to the Engineer who is competent to accept the same. If the said Engineer rejects the tender the security money deposited shall be refunded to the tenderer.

10. When a tender is selected for acceptance, the tenderer shall deposit the required amount of the security money. 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 estimated value of the work, failing which tender shall be liable to rejection.
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 Tendered/quoted percentage in case of percentage 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. If the tenderer backs out from the offer before acceptance of the tender by the competent authority then he/she will be suspended for a period of three years.
15. T.D.S (Tax Deducted at Source) towards GST will be deducted at the rate prescribed in the Odisha Goods & Service Tax Act-2017 or as amended 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 underwritten memorandum at the rates specified therein in a period of **06** calendar months from the date of written order to commence and in accordance in all respects with the specifications designs and other documents referred to in rules thereof and subject to the annexed conditions of contract and with such materials as are provided for by and in all other respects in accordance with such condition so far as applicable.

MEMORANDUM

a) If several sub-works are included they should be detailed in a separate sheet.	(a)	Name of Work	:	Improvement of Beldihi Distributary with minor and sub-minor RD 00m to RD 8500m of Pitamahal Irrigation Project
	(b)	Estimated Cost (Bill of Quantity)	:	Rs.837595.00
	(c)	E.M.D	:	Rs. 8400.00
d) This deposited will be 2 percent of the estimated cost of the work.	(d)	Initial security deposited (including earnest money) to be deposited before the commencement of the work.	:	Rs
e) This percentage from bills will be credited to the contractor's security	(e)	Initial security deposited (including earnest money) to be deposited before the commencement of the work.	:	Rs
	(f)	Time required for the work from date of written order	:	06 calendar months
	(g)	Date of written order to commence	:	
	(h)	Total number of work tendered for	:	02 (two) items only

Signature of
contractor
before
submission of
tender

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

Dated the Day of 2026

Signature of
witness to one
tenderer's
signature

Witness :

Address:

CONTRACTOR

Signature of
Officer by
whom accepted

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

Dated the Day of 2026

**Superintending Engineer
Rourkela Irr. Division, Rourkela**

Agreement No.....P1 Certified that this agreement contains Pages only
(Schedule XLV-Form No.-61)

**Superintending Engineer
Rourkela Irr. Division, Rourkela**

SECTION – 4
CONDITION OF CONTRACT

CONDITION OF CONTRACT

Clause 1- All compensation or other sum of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due or may become due to the contractor by Government on any account what so ever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days 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 as mentioned in clause 2.3.1 of OPWD Code of Volume-I, 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 such date as the Superintending Engineer shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by the Superintending Engineer, or his authorised, agents are fully complied with by the contractor to the Superintending Engineer's satisfaction). And further to ensure good progress during execution of the work the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month, to complete one fourth of the whole work before one fourth of the 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 as mentioned in clause 2.3.1 of OPWD Code of Volume-I on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete, provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed 10% on estimated cost of the work as shown in the tender.

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

(b) If there are possibilities of exceeding this compensation amount as mentioned in clause (a) 10% of the estimated cost or in any case in which under any clause or clauses of this contract the contractor shall have tendered himself liable to pay compensation amounting to the whole of his security

Action when whole security deposit is forfeited

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 adopt any of the following courses as he may deem best suited to the interest of Government.

- (i) 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.
- (ii) To employ labour paid by the Public works Department and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certificate of the Superintending Engineer shall be final and conclusive against the contractor) and crediting him with the value of work done, in all respects in the same manner and at the same rates as if it had been carried out by contractor under the terms of his contract, the certificate of the Superintending Engineer as to the value of the work done shall be final and conclusive against the contractor
- (iii) To measure up the work of the contractor, and to take such part of the work of the contract as shall be unexecuted out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Superintending Engineer shall be final and conclusive) shall be borne and paid by the original contractor may be deducted from any money due to him by Govt. under the contract or otherwise or from his security deposit or the proceeds of sale thereof or a sufficient part thereof.

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

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

Clause-3 In any case in which any of the powers, conferred upon the 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 notwithstanding 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 proceeding clause he may if he so desire, take possession of all or any tools, plants, materials & stores, in or upon the works or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or all wing for the same in the account at the contract, rates, or in case of these not being applicable ; at current

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

Final Certificate

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 the contractor shall fail to comply with the requirements of this clause as 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

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 interferers with the progress for rest of the work, the same may be occupied or utilized by or on behalf of the Govt. under the written order of the Engineer-in-charge to get the defects of any rectified by the contractor at his (Contractor) own cost within six months from the date of completion of the whole work provided that the contractor will not be allowed any other concession either in the shape of extensions of stipulated period or any other monetary compensation on account of such occupation or use.

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

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

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

Engineer-in-charge under these conditions or any of them as the final settlement or adjustment of the accounts or otherwise, or in any other way vary or effect the contract.

Clause – 7 The final bill shall be prepared by the 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 shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all 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 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

Alteration in specification and designs

Extension of time in consequence of alterations

Do not invalidate contract

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.

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

Provided always that if the contractor shall commence work incur any expenditure in regards thereof before the rates shall have been determined as lastly herein before mentioned, then and in such case he shall only be 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 circle will be final.

- Clause – 11** If at any time after the commencement of the work the Government of Odisha shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out 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 advantage, which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alternations having been made in the original specification, drawing, designs and instruction which shall involve any curtailment of the work as originally contemplated.

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

- Clause – 12** If it shall appear to the Engineer-in-charge or his subordinate in charge of the work that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for execution of the work are unsound or of a quality 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

**Action and
compensations
payable in case of
bad work.**

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.

- 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

Contractor or responsible agents to be present

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

Notice to be given before work is covered up

Contractor liable for damage done and for

Clause – 15 If the contractor or his work people or servants shall break, deface, injure or destroy any part of a work, **imperfections for 6 months after certificate** in which they may be working or any building, road, 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.

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, **Contractor to supply plants, ladders, scaffolding etc.** 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. **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

**Employment of
Graduate
Engineers &
Diploma Holders**

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.

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 creditor 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 to agents to any public officer or person in the employee of Government in any way relating to his office of employment or if any such officer or person shall become in any way directly or indirectly in the contract, the 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 therefore actually performed under the contract.

Work not to be sublet.

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

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 with out 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

Changes in constitution of firm

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

- 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 circle for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.
- Clause – 22** **DELETED**
- Clause – 23** When the estimate on which a tender is made includes lump sums in respect of the items of work involved or the part of the work 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 Price Adjustment

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

(a) The price adjustment shall apply for the work done from the start date given in the contract data up to end of the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.

(b) The price adjustment shall be determined during each month from the formula given in following Paras;

(c) Following expressions and meanings are assigned to the work done during each month:

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

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

The formula (e) for adjustment of prices are:

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

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

$$VM = 0.85 \times P_m / 100 \times R \times (M - M_0) / M_0$$

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

M₀ = All India wholesale price index (all commodities) on 28 days preceding the date of opening of Bids, as published by the Ministry of Commerce and Industry Government of India, New Delhi.

M₁ = The all India wholesale price index (all commodities) for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

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

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

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

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

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

C₀ = All India wholesale price index for Ordinary Portland Cement (OPC) on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce & Industry, Govt. of India, New Delhi.

C₁ = All India wholesale price index for Ordinary Portland Cement (OPC) for the month under consideration as published by the Ministry of Commerce & Industry, Govt. of India, New Delhi.

P_c = Percentage of Cement Component of the work

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

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

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

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

S₀ = All India wholesale price index for Steel (Mild steel long products) on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce & Industry, Govt. of India, New Delhi.

S₁ = All India wholesale price index for Steel (Mild steel long products) for the month under consideration as published by the Ministry of Commerce & Industry, Govt. of India, New Delhi.

P_s = Percentage of Steel Component of the work

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

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

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

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

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

B₀ = The official retail price of bulk Bitumen at the IOC/ BPCL depot at nearest center on 28 days prior to date of opening of Bids.

B₁ = The official retail price of bulk Bitumen at the IOC/ BPCL depot at nearest center for the 15th day of the month under consideration

P_b = Percentage of Bitumen Component of the work

31(a)(v): Adjustment towards differential cost of pipes:

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

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

V_{pi} = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for pipe.

P_{i0} = All India wholesale price index of Pipe on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce & Industry, Govt. of India, New Delhi.

P_{i1} = All India wholesale price index of pipe for the month under consideration as published by the Ministry of Commerce & Industry, Govt. of India, New Delhi.

P_{pi} = Percentage of Pipe Component of the work

31(b): Adjustment of Labour Component:

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

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

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

L₀ = The minimum wages of unskilled labour as Notified by Government of Odisha as prevailed on the last stipulated date of receipt of tender including extension, if any.

L₁ = The minimum wages of unskilled labour as Notified by Government of Odisha as prevailed on the last date of the Month previous to the one under consideration.

P_l = Percentage of Labour Component of the work

31(c): Adjustment of POL (Fuel & Lubricant) Component:

Price adjustment for increase or decrease in the cost of POL (Fuel and Lubricant) shall be paid in accordance with the following formula:

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

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

F₀ = The official retail price of High Speed Diesel (HSD) at the existing consumer pumps of IOC/ BPCL/HPCL at nearest center on 28 days prior to date of opening of Bids.

F₁ = The official retail price of High Speed Diesel (HSD) at the existing consumer pumps of IOC/ BPCL/HPCL at nearest center for the 15th day of the month under consideration

P_f = Percentage of Fuel & Lubricant Component of the work

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

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

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

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

V_p = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for Plant and Machinery spares.

P₀ = All India wholesale price index for manufacturer of Machinery for mining, quarrying and construction on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce & Industry, Govt. of India, New Delhi.

P₁ = All India wholesale price index for manufacturer of Machinery for mining, quarrying and construction for the month under consideration as published by the Ministry of Commerce & Industry, Govt. of India, New Delhi.

P_p = Percentage of plant & machinery spares Component of the work

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

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

Sl No	Item in WPI 1993-94 series	Item in WPI 2004-05 series	Item in WPI 2011-12 series
1	Cement	Grey Cement	Ordinary Portland Cement
2	Bar & Rods	Rebars	Mild Steel long products
3	Heavy Machinery & Parts	Construction Machinery	Manufacturer of machinery for mining. Quarrying & construction

31(e): APPLICATION OF ESCALATION CLAUSE:

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

Percentage Table

Sl. NO	Category of Works	% Component (cost wise)
--------	-------------------	-------------------------

1			Labour (Pl)	POL (Pf)	Steel (Ps) + Cement (Pc) + Bitumen (Pb) + Pipes (Pp) + Plant & Machinery Spare & Components (Pp) + Other Materials*
	R & B works (% of component)	Road works	5	5	90
		Bridge Works	5	5	90
		Buidling Works	5	5	90
2	Irrigation works (% of component)	Structural Work	5	5	90
		Earth, Canal & Embankment work	5	5	90
3	P.H Work	Structural work	5	5	90
		Pipeline work	5	5	<u>Pipe – 70%</u> *Machinery + Other material – 20%
		Sewer Line	5	5	<u>Pipe – 70%</u> *Machinery + Other material – 20%

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

Appendix to Bid Schedule of Adjustment Data

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

Cl. No.31 of F2/P1 Contracts Sl. No.	Index Description	Source of Index	Base Value*	Base Date*	Weightage of Item**
31 (a) (i)	Other Materials	All India wholesale price index (all commodities) as published by the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			90.00%
31 (a) (ii)	Cement	Wholesale price index for Cement (Ordinary Portland Cement) as published by the office of the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			
31 (a) (iii)	Steel	Wholesale price index for steel (Mild Steel-Long Products) as published by the office of the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			
31 (a) (iv)	Bitumen (VG-30)	The official retail price of bulk bitumen at the nearest IOC / HPCL depot.			
31 (a) (v)	Pipes	Whole sale price index for the type of Pipe under consideration, as published by the office of the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			
31 (b)	Labour	Minimum Wage notified by the Labour and Employee's State Insurance Department of Government of Odisha, India.			5.0%
31 (c)	POL	Official retail price of HSD at nearest IOCL / HPCL / BPCL Consumer Pump Depot.			5.0%
31 (d)	Plant and Machinery	Wholesale price index for manufacture of machinery for mining, quarrying and construction as published by the office of the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			-
			Total		100.00%

* Values to be filled up at the time of drawal of contract.

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

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

FAIR WAGE CLAUSE

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

Explanation: “Fair wages” means wages, whether for time or piece work prescribed by the State Public works Department provided that where higher rates have been prescribed under the Minimum Wages Act. 1948 wages at such higher rates would constitute “Fair wages” (W.D. No.22059 dt.16.8.77)

- (b) The contractor shall, notwithstanding the provisions of any contract to contrary cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub contractors in connection with the said work, as if the labours had been immediately employed by him.
- (c) In respect of all labour directly or indirectly employed in the works for the performance of the contractor’s part of this agreement, the contractor shall comply with or cause to be complied with all regulation made by Government in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorisedly 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 thereof 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 injury caused by them and (5) the number of female workers who have been allowed maternity benefit according to 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.

Clause 34 Incentive should be paid in respect of individual project for new construction / substantial additional or improvement works, the minimum value of which is mentioned below.

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

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 SE, CE & 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 works out for earlier completion of work in all respect in the following scale.

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

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

MODEL RULES FOR HEATH & 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 or 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
(in particular cases the Superintending Engineer shall have the power to vary the scale where necessary) | No. of seats 3 per 100 |
7. **Latrine and Urinals for Women** : If women are employees, separate latrines and urinals separate from that for women and marked in the vernacular in conspicuous letter "for women only" shall be provided on the scale laid in rule.

Those for men shall be similarly marked "for men only" A poster showing the figure of a men and women and shall also be exhibited at the entrance of Latrines for each sex. There shall be adequate supply of water close to the urinals and latrines.
 8. **Latrines and Urinals** : Except in work places provided with water flushed latrines connected with a water borne sewerage system, all latrines shall be provided with receptable on dry-earthen system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. The receptables shall be tarred inside and 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. **Creche** : 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.

 - b) Where the number of women workers is more than 50 the contractor shall provide one hut and Dhai to look after the Children of women workers.
 - c) The size of creche shall vary according to the number of women workers.
 - d) The crèche shall be properly maintained and necessary equipments like toys etc. Shall be provided.

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

CONTRACTOR'S LABOUR REGULATIONS

1. **Short title :-** These regulation may be called “ The Odisha Public Works Department / Electricity Department Contractor's Regulations”.
2. **Definition :** In these Regulations, unless otherwise expressed or indicated the following words and expressing shall have the meaning hereby assigned to them respectively, that is say:
 - (a) “Labour” means workers employed by a contractor **“Improvement of Beldihi Distributary with minor and sub-minor RD 00m to RD 8500m of Pitamahal Irrigation Project”** directly or indirectly through a sub-contractor or other person, by an agent on his behalf.
 - (b) Fair wages means wages whether for time or piece work prescribed by the **Superintending Engineer, Rourkela Irrigation Division, Rourkela** provided that where high rates have been prescribed under the minimum wages Act 1948 wages at such higher rates would constitute fair wages (W.D. No.22059 dt,16.8.77)
 - (c) “Contractor” shall include every person whether a sub-contractor or headman or agent employing labour on the work taken on contract.
 - (d) “Wages” shall have the same meaning as defined in the payment of wages Act. And include time and piece rate wages if any.

3. Display of notices regarding ways, etc.:-

The contractor shall:-

- (a) Before he commences his work on contract display, and correctly maintain and continue to display and correctly maintain, in a clean and legible condition in a conspicuous places on the work, notice in English and in the local Indian language spoken by the majority of the workers giving the rate of wage prescribed by State Public Works Department/**Rourkela Irrigation Division, Rourkela** 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 cash in current coin or currency or in both.

5. Fixation of wages periods :-

- (a) The contractor shall fix the wage period in respect of which the wages be payable.
- (b) No wage period shall exceed one month.
- (c) Wage of every workman employed on the contract shall be paid before the expiry of ten days, after the last day of the wage period in respect of which the wages are payable.
- (d) When the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.
- (e) All payment of wages shall be made on a working days

6. Wage book and wage cards etc.

- 1) The contractor shall maintain a wage book of each worker in such forms as may be convenient, but the same shall include the following particulars:-
 - a) Rate of daily or monthly wages.

- b) Nature of work on which employed.
 - c) Total number of days worked during each wage period.
 - d) Total amount payable for the work during each wage period.
 - e) All deductions made from the wages with an indication in each of the ground for which the deduction is made.
 - f) Wage actually paid for each wage period.
- 2) The contractor shall also maintain a wage card for each worker employed on the work.
 - 3) The 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 encount where such damage or loss is directly attributable to his neglect or default.
 - D. Any other deduction which the Odisha Government may from time to time allow.
- 2) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing abuse against such fines or deduction.
- 3) The total amount of fines which may be imposed in any one wage period on a works shall not exceed a amount equal to Five paise in a rupee of the wages payable to him in respect of that wage period.
- 4) No fine imposed on any worker shall be recovered from him by installments after the expiry of 60 days from the date on which it was imposed.

8. Register of fines, etc.

- 1) The contractor shall maintain a register of fines and of all deduction for damage or loss. Such register shall mention the reason for which fine was imposed or deduction for damage or loss was made.
- 2) The contractor shall maintain a list in English and in the local Indian language clearly defining acts and omissions for which penalty of fine can be imposed. It shall display such list and maintain it in a clean and legible condition in conspicuous place on the work.
- 9. **Preservation of register:**
The wage register, the wage cards and the register of fines, deduction required to be maintained under these regulations shall be preserved for 12 months after date of the last entry made in them.
- 10 **Powers of Labour Welfare Officers to make investigation or enquiry**

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

11. Report of Labour Welfare Officers:

The Labour Welfare Officers or others authorized as aforesaid shall submit a report of the results of his investigation of enquiry to the 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 but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

13. Inspection of registers:

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

14. Submission of return:

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

15. Amendment

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

Clause - 36 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 - 37 The terms and conditions of the agreements have been read/ explained to me and certify that I/We clearly understand them.

1. ADDENDUM TO CONDITION OF CONTRACT:

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

consideration of the execution, completion and maintenance of the works by the contractor as prescribed by the contract (hereinafter and in the contract called the "Contract Price").

- 1.2 The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (ISD) and additional performance security in accordance with the provisions of the agreement.
- 1.3 The agreement will incorporate all agreements between the officer inviting the bid/Engineer-in-Charge and the successful bidder. Within 15 days following the notification of award alongwith the letter of acceptance, the successful bidder will sign the agreement and deliver it to the Engineer-in-Charge. Following documents shall form part of the agreement.
 - a) The notice inviting bid, all the documents including additional conditions specifications and drawing, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading thereto & required amount of performance security including additional performance security.
 - b) Standard P.W.D. Form P1.

2. TIME CONTROL

2.1 Progress of work and Re-scheduling programme

- 2.1.1. The 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, $\frac{1}{4}$ th of the whole of the work before $\frac{1}{4}$ th of the whole time allowed under the contract has elapsed, $\frac{1}{2}$ of the whole of the work before $\frac{1}{2}$ of the whole time allowed under the contract has elapsed, $\frac{3}{4}$ th of the whole of the work before $\frac{3}{4}$ th of the whole time allowed under the contract has elapsed.
- 2.1.4. If at any time it should appear to the Engineer-in-Charge that the actual progress of the works does not conform to the programme to which consent has been given, the contractor shall produce, at the request of to such programme necessary to ensure completion of the works within the time for completion. If the contractor does not submit an updated programme within this period, the Engineer-in-Charge may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the 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 after 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 trademen 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 Data 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 Clauses 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 each milestone missed subsequently also shall be withheld. However, no interest whatsoever, shall be payable on such withheld amount.

2.4 Management Meetings

- 2.4.1 Either the Engineer or the Contractor may 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.

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

Signature of witness

signature of contractor

2.5 Grant of EOT and imposing penalty in EOT / Deviation:-

As per the letter no. 699, dated. 07.01.2021 of DoWR, Odisha, following decision has been taken regarding grant of EOT and imposing penalty in EOT / Deviation.

(i) **Basis of imposing of penalty in EOT/Deviation.**

1. In case of completion of the work in all respect, the EOT may be granted with imposition of penalty amounting to 0.2% (amount to be rounded off to the next higher value of Rs.100/-) of the value of works executed during the extended period (EOT period), subject to minimum penalty of Rs10,000/-.
2. In case of incomplete works /to rescind the contract, the contract to be closed as per the

provision contained in Clause-2(b) of F2 agreement, 20% of the value of left-over work will be realised from the Contractor as penalty.

The suggestions / recommendations of the CE/CCE with respect to imposition of penalty is to be examined by the Technical Committee of EIC, W.R and considered views may be forwarded to Government for necessary action.

- (ii) Reason of hindrances for sanction of EOT attributable to the agency/not attributable to the agency)
- Reasons of hindrances for sanction of EOT attributable to the agency.
1. The local festivals like Makar Sankranti, Raja Sankranti, Chaiti Parba, Danda Nata or any such festivals which may affect the work schedule.
 2. In the peak summer season, working hour is curtailed by the Labour Department to avoid exposure to personnel to the scorching sun and heat. It is the duty of the agency to increase the number of work force and to employ the existing work force during morning and afternoon hours as per Government orders.
 3. Rainfall is a normal occurrence during monsoon in Odisha. So, unless there is unusually heavy rainfall resulting in a declared calamity, the Contractor is not eligible for any extension of time. The Contractor should plan the deployment of workforce and machinery, so as to complete the work as per schedule considering ordinary vagaries of the nature.
 4. The same applies for borrow areas ponding. The Contractor should foresee possible ponding of borrow area in monsoon and likewise lift more quantity of soil/ other material during dry period so as to complete the work as per schedule.
 5. The Contractor should take up the work with due diligence in the acquired land without waiting for acquisition of the entire land. This should be completed in proportionally less period depending on the quantum of available work front.
 6. The Agency should plan his work programme and mobilize men and machineries considering the canal closure programme of a particular system or area. Khariff / Rabi closure can't be imposed arbitrarily on the farmers as per the convenience of the agency. Closure of canal for the interest of work will be solely at the discretion of the Engineer-in-charge and can't be claimed as a matter of right.
 7. There will always be standing crop before harvesting season as per crop schedule and this fact has to be clearly understood by the agency. Extension of time on this ground may not be considered by Divisional Officers.
- Reasons of hindrances for sanction of EOT not attributable to the agency.
1. Only the day(s) of elections to the Local Bodies/Assembly/Parliament will be treated as a non-working day(s)
 2. Unless there is unusually heavy rainfall resulting in a declared calamity, the Contractor is not eligible for any extension of time.
 3. Force majeure.
 4. Abnormally bad weather, cyclones etc.
 5. Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work.
 6. Delay on the part of other contractors engaged by the Engineer-in-charge in executing work nor forming part of the contract.
 7. In case a variation/additional work is issued which makes it impossible for completion to be achieved by the intended Completion Date without the contractor taking steps to accelerate the remaining work and which cause the contractor to incur additional cost.
 8. Any other cause, which in the absolute discretion of the authority mentioned, contract data is beyond the contractor's control.

(iii) Application for EOT as per Codal provision (Para 3.5.30 of OPWD Code)

The application for Extension of Time for completion of the work on the grounds of unavoidable hindrance or any other grounds shall be positively submitted by the contractor within 30 days of such hindrance. This should be strictly followed.

SECTION – 5
TECHNICAL SPECIFICATION

SECTION - 1
GENERAL INFORMATION

1. Description of work to be executed “**Improvement of Beldihi Distributary with minor and sub-minor RD 00m to RD 8500m of Pitamahal Irrigation Project**”.
2. **Location of Work site :**

The site is situated at Beldihi in Sundargarh district.
3. **Transport Communication Facilities**

Private buses and trucks are plying frequently from Rourkela to worksite. The contractor has to make arrangement to transport all his construction equipments, construction Materials and labour to work site at his own cost.
4. **Climate**

The Project area has moderated climate with mean temperature from 18⁰C to 42⁰C during summer month. The rainy season is generally confined to four months from 15th June to 15th October.
5. **Availability of Labour :**

Both Semi- Skilled & unskilled labour required for the work are available in project area and it is preferable to engage local labourer, However the Contractor must make his own arrangements for labour/machineries/equipments .
6. **Nearest Town :**

The nearest town to the work site is Rourkela.
7. **Availability of petrol, Diesel and other lubricants :**

The nearest petrol pumps for procurement of petrol, diesel and other lubricants are available at Rourkela. The contractor shall make his own arrangement for procurement of same at his own cost required for the machineries and equipments engaged for the work.
8. **Electricity Supply :**

Electricity is available at the nearest village. The Contractor shall make his own arrangement for extension of electric connection at his own cost if so required by him.
9. **Housing Facilities :**

Private house may or may not available in the vicinity of the work site. The Contractor shall make his own arrangement for housing the Labourers, workers and staff at the work site.
10. **Medical Aid :**

The nearest Health Centre available at Rourkela Govt. Hospital , Rourkela. However, the Contractor shall make first aid arrangement at his own cost in accordance with rule and regulations of prevailing Labour Act.
11. **Post, Telegraph & Telephones:**

Post, Telephones are available at Rourkela.
12. **Source of Fund**

M/R

NO RELATION CERTIFICATE

Certified that I / We am / are not related to any officer of Water Resources Department of the rank of Assistant Engineer and above or any officer of the rank of Assistant Secretary above.

CONTRACTOR

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

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

- 1.
- 2.
- 3.
- 4.
- 5.

CONTRACTOR

(AFFIDAVIT)

(To be submitted in original in legal stamp paper)

I, Sri.....Aged..... .year,
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 posses a valid license for execution of works contract
issued by *..... belongs to Class & is valid up
to **..... .

I am submitting tenders before the Superintending Engineer, Rourkela
Irrigation Division, Rourkela for execution of **“Improvement of Beldihi
Distributary with minor and sub-minor RD 00m to RD 8500m of Pitamahahal
Irrigation Project “in response to ‘e’ procurement notice No. SERID-RKL-
03/2026-27, SI No-10 (Online).**

I am the authorized signatory on behalf of contractor for the tender for the
work mentioned above.

- ii) I am swearing this affidavit that all tender documents and accompanying
papers those being submitted by me before the **Superintending Engineer,
Rourkela Irrigation Division, Rourkela** including E.M.D. in any shape are
all authentic and bonafide documents in the eyes of the law of the land.

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

Signature of Contractor /
Authorized Signatory

Note :

*Mention the license issuing authority.

* *Mention the date up to which the license is valid

